X	10/05/2006	3r074;cv-
	TREATMEN	T OF A SI

	50 Chack and/or chale
a	EVALUATE AND THEAT BOOM MECHANICS/ERICHOMIC ASSESSMENT AND TRANSPOR
00	PRE-EMPLOYMENT TESTING WORK MARY REVISE-TRIBON
o	CHYOTHERUPY
0	los, Vedocoolani Spray HECT
	Hot Paste, Paratile
O	ULSRABOURD
•	ELECTROTHERWAY
0	THE Destrict Sthemation
_	Pehit, Cantal
a	\$OFT TOSSIF MORE CATTON
a	THE VEHICLE CONTROL
	Active, Passive, Restative,
	to and the same of

Queen of the Valley I  THYSICAL THERAPY/OC  By Medical Prescription Only  Broyles, F	STICKEN 257-4089 Fax 257-4 CUPATIONAL THERAPY DEPA	RTMENT 10-05-2	006
Diagnosis STATUS POST I	LEFT TOTAL KNEE REPLACE	MENT	·
Date Of Onset			
Special Instructions/Precautions	CONTINUE PHYSICAL THI	ERAPY	*:
8 Visits per month	MW\$105-10/5/2006 5:43:42	W As	Toplan
	MICHAEL W. SHIFFI FT	TMD	TVLD,

RECEIVED

OCT 8 1 2006

Employag Benente - LTD

4

Sep.	14.	2006	11	:51	BAM

TREATMENT PLAN C SQUARTON
C SCORLER (MIRMAL destrict)
C SCORLER (MIRMAL destrict)
C MARIAN THROWN TECHNOLIS
C MIRMAL THROWN TREATMENT GOALS (LONG TERM) 

	No. 0052 P. 3
Queen of the Valley Hospit	287-4880 Per 287-4188
PHYSICAL THERAPY/OCCUPA	NONAL THERAPY DEPARTMENT
By Madicul Prescription Only	alvalor
Homme Broyles, Pa	utricia
_4	
Date Of Onset <u>5×4120</u> Special Instructions/Pressultans (5)	anklipin
8 Viato Within 4 Weeks	+ Milhillo MI
•	(OR. SHIPPLETT)

RECEIVED

OCT 3 1 2006

Employee Benefits - LID

PLACE OF THERAPY:

Name: Broyles, Petricia A. DOB: 11-15-1953 Date: 08-11-2008 Page 1 of 1



# NAPA VALLEY ORTHOPAEDIC MEDICAL GROUP

Michael W. Shifflett, M.D.

# PHYSICAL THERAPY ORDER

QUEEN OF THE VALLEY HOSPITAL

Name Broyles, Patricia A. Date SEP 0 8 2006
Diagnosis: STATUS POST LEFT TOTAL KNEE ARTHROPLASTY
Date of Onset/Surgery: 4/12/06
Treatment Goals: INCREASE FLEXION
Special Instructions/Precautions: AS ABOVE
Frequency 2 visits per week 4 Number of Weeks:
CONTINUE PHYSICAL THERAPY
[ ] Evaluate & Treat [ ] Cryotherapy [ ] Heat [ ] Ultrasound [ ] Massage [ ] Hydrotherapy [ ] Dectrotherapy [ ] Traction [ ] Soft Tiesue Mobilization [ ] Edema Control [ ] Home Exercise Program
MWS105-8/11/2005 11:49:34 AM
MICHAEL W. SHIFFLETT, M.D. M Flanfflat My SEP 0 8 2006
Please fax a progress report to: Fex8; (707) 254-1930 prior to patient's next appointment.
RECEIVED
OCT 3 1 2006

Employee Benefits - Liv





MEDICAL CONSENT: I hereby consent to and authorize the administration of all diagnostic and therapeutic treatments that may be considered advisable or necessary in the judgement of the attending physician. I understand that failure to comply with the prescribed therapy program may potentially lead to ontoward outcomes such as worsening of health problems and inability to meet therapy goals.

- ASSIGNMENT OF INSURANCE BENEFITS: I hereby authorize and assign payment directly to Queen of the Valley Hospital, Napa, California, the hospital insurance benefits otherwise payable to me but not exceeding the balance due of the hospital regular charges. I also authorize the above named hospital to release information as requested for insurance billing purposes. I understand that I am financially responsible to the hospital for charges not covered by this assignment.
- FINANCIAL AGREEMENT: The undersigned agrees, whether he signs as agent or patient, that in consideration of the services to be rendered to the patient, he hereby individually obligates himself to pay the account of the hospital in accordance with the regular rates and terms of the hospital. Should the account be referred to an agency for collection, the undersigned shall pay reasonable agency fees and collection expense. All delinquent accounts may bear interest at the legal rate.
- PAYMENT CERTIFICATION AND REQUEST/AUTHORIZATION TO RELEASE INFORMATION: 1 certify that the information given by me in applying for payment under Title XVIII of the Social Security Act is correct. I authorize any holder of medical or other information about me to release to the Social Security Administration or its intermediaries or carriers any information needed for his or a related medical claim. I request that payment of authorized benefits be made on my behalf. State law provides that upon an inquiry as to the presence or general condition of a specific patient, a hospital or other health care facility may, unless otherwise requested by the patient, next of kin or the provider of health care, release at its discretion none, part or all of the following information: the patients name, address, age and sex, reason for admission, general nature of injuries, or the general condition of the patient.

HMO Members: If services are rendered without proper referral or authorization numbers, you will be held responsible.

3. The undersigned hereby authorizes Queen of the Valley Hospital to take my photograph while under the care of the above institution, and agrees that the photographs may be used for identity verification and for consultation with other providers as appropriate.

Notice of Privacy Practices Pamphlet Given

(Initials of person issuing pamphlet)

THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ THE FOREGOING, AND IS THE PATIENT. OR S' DULY AUTHORIZED BY THE PATIENT AS PATIENT'S GENERAL AGENT TO EXECUTE THE ABOVE AND ACCEPT ITS TERMS.

RECEIVED

OCT 8 1 2006

Patient

Patient's Agent/Representative title

Vitness

Relationship to Patient

Date

Queen of the Valley Hospital

1000 TRANCAS ST., PO BOX 2340, NAPA, CALIFORNIA 94360

ST JOSEPH HEALTH SYSTEM

MEDICAL CONSENT FORM

8720-044 (8/05)

Occupational Lierapy, Physical Therapy, Speech Lapy

The following appointment guidelines have been established by the QVH Rehab Services staff to help us provide you with the highest quality of physical therapy, occupational therapy and speech therapy services possible:

- 1. Each patient is responsible for scheduling his or her appointment. Please schedule you appointments as far in advance as possible.
- 2. If you must cancel an appointment, please notify our office as soon as possible. You can leave a message 24 hours a day by calling 257-4089.
- 3. Patients who cancel three appointments, or who miss two consecutive appointments without informing our office, may not be scheduled for further appointments. The patient's referring physician will then be notified.
- 4. If you do not contact us within 7 days of your last missed or cancelled appointment, your outpatient therapy services will be discontinued and your physician will be notified.
- 5. Those out-patients who arrive more than 10 minutes late, cannot be guaranteed their appointment time or full treatment.
- 6. We will try to register patients for the rehab services by phone or in person when making their appointment for the evaluation. Please bring your insurance card so a copy can be made for our records.

Pre-authorization — Some insurance companies require pre-authorization before therapy services begin. If this is a requirement of your insurance company, you may be asked to provide pre-authorization information.

Medi-Cal patients – Medi-Cal must pre-authorize therapy services before you can be scheduled for treatment. You must present your current Medi-Cal card at the first visit of each month that therapy services are provided.

7. Children that accompany you must remain under your direct supervision and control to ensure their safety and the safety of other patients and staff. If this is not possible it may be necessary to schedule your therapy at a later date.

If you have any questions about these guidelines, please feel free to ask any staff member. Thank you for choosing Queen of the Valley Rehabilitation Services.

Date: \_\_\_\_\_

Queen of the Valley Hospital

1000 Trancas Street Napa, CA 94558 (707) 252-4411

T: Manuals/PCS Policy & Procedures/Rehab Serv (PT)/Outpatient Appointment Guidelines 5-02 The State of the State of

10/11/06 Family Drug Pharmacy Page Patient Profile for Patricia Broyles From: 01/01/05 To: 10/11/06 Date Qty RPh Drug / NDC Dr. / DEA Family Drug Pharmacy 1805 Old Sonoma Road Napa, CA 94559 (707)224-7807Address: 3321 Anita Court ID: 040243708 475A6283401 Napa, CA 94558 Phone ( )252-9258 810048 VICODIN TABS (WZ) 00591-0349-01 Dr. SHIFFLETT M AS1490313 1 or 2 tablets by mouth every 4 hours as needed for pain may cause drowsine 10/11/06 60 MHD BC-WELPT 07/21/06 60 JS BC-WELPT 06/09/06 60 SAG BC-WELPT 799870 DIOVAN-HCT 80/12.5MG TABLETS 00078-0314-34 Dr. KAKO R. BK2237712 1 tablet by mouth every day. 09/25/06 30 MHD BC-WELPT 08/14/06 30 MHD BC-WELPT 07/03/06 30 MHD BC-WELPT 05/17/06 30 MHD BC-WELPT 04/03/06 30 MHD BC-WELPT 780748 TOPROL-XL 50MG TABLETS 00186-1090-05 Dr. KAKO R. BK2237712 1 tablet by mouth every day. 09/06/06 30 MHD BC-WELPT 07/25/06 30 MHD BC-WELPT 05/17/06 30 MHD BC-WELPT 04/03/06 30 MHD BC-WELPT 03/01/06 30 MHD BC-WELPT 01/06/06 30 TG BC-WELPT 11/22/05 30 CJL BC-WELPT 818765 XANAX .25MG TABS (GG) 00781-1061-01 Dr. KAKO R. BK2237712 1 tablet by mouth twice a day may cause drowsiness.  $08/14/\bar{0}6$  30 MHD BC-WELPT 805289 VOLTAREN 75MG TABLETS (WZ) 00591-0339-01 Dr. SHIFFLETT M AS1490313 1 tablet by mouth twice a day. 07/12/06 60 JS BC-WELPT 06/09/06 60 SAG BC-WELPT 05/09/06 60 ZS BC-WELPT 791575 VICODIN TABS (WZ) 00591-0349-01 Dr. SHIFFLETT M AS1490313 1 or 2 tablets by mouth every 4 hours as needed for pain may cause drowsine 05/23/06 60 MHD BC-WELPT 02/06/06 60 ZS BC-WELPT RECEIVED OCT R 1 2006

Employee penetits - LTD

Patient Pro	Camily Drug Pharmacy of ile for Patricia 01/01/05 To: 10/11/06	Page 2 Broyles
RX# Date Qty RPh Drug	/ NDC	Dr. / DEA Plan
804776 VICODIN TABS 2 tablets by mouth every 6 05/05/06 120 MHD	(WZ) 00591-0349-01 Dr. hours as needed for pain,	KESSLER C. BK3169059
04/20/06 120 KGF	(WZ) 00591-0349-01 Dr. hours as needed for pain,	KESSLER C. BK3169059 may cause drowsiness. BC-WELPT
802409 D.S.S. 250MG CAPS 1 capsule by mouth twice a 04/20/06 60 KGF		KESSLER C. BK3169059  CASH
761549 DIOVAN-HCT 80/12.5MG T 1 tablet by mouth every da 02/22/06 30 MHD 01/06/06 30 TG 12/01/05 30 ZS 10/14/05 30 MHD 09/12/05 30 CJL 07/05/05 30 MHD	y·	KAKO R. BK2237712  BC-WELPT BC-WELPT BC-WELPT BC-WELPT BC-WELPT BC-WELPT
773607 XANAX .25MG TABS 1 tablet by mouth twice a 12/01/05 30 ZS 10/03/05 30 CJL  771723 VICODIN TABS 1 tablet by mouth every 4	(GG) 00781-1061-01 Dr. day may cause drowsiness.  (WZ) 00591-0349-01 Dr. to 6 hours as needed for pa	BC-WELPT BC-WELPT
11/22/05 60 MHD 09/19/05 60 CJL 775761 NAPROSYN 375MG TABS	(MO) 67253-0621-10 Dr	BC-WELPT BC-WELPT
1 tablet by mouth twice a 1 10/18/05 60 KGF	day take with food.	BC-WELPT
771338 NEURONTIN 300MG CAPSUL 1 capsule by mouth daily f hen I capsule 3 times a day 09/16/05 90 CJL	Or 5 days then 1 capsule tw	PFEFFER G. AP1854264 ice a day for 5 days t
763422 LORTAB 7.5/500MG TABLE 1 or 2 tablets by mouth even 08/10/05 40 MHD 07/18/05 40 CJL	TS (WZ) 00591-0385-01 Dr. ery 3 to 4 hours as needed	PFEFFER G. AP1854264 may cause drowsiness. BC-WELPT BC-WELPT
736828 VICODIN TABS  1 tablet by mouth every 6 1 06/22/05 50 JS 06/01/05 50 MHD 01/08/05 50 TG	(WZ) 00591-0349-01 Dr. hours as needed for pain, m	ay cause drowsiness. BC-WELPT BC-WELPT

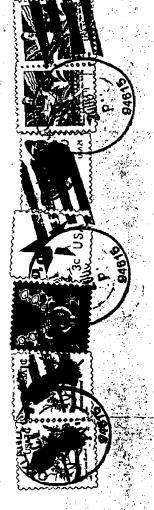
000 r t 730

10/11/06 Family Drug Pharmacy Page Patient Profile for Patricia Broyles From: 01/01/05 To: 10/11/06 Date Qty RPh Drug / NDC Dr. / DEA 707155 DIOVAN-HCT 80/12.5MG TABLETS 00078-0314-34 Dr. KAKO R. BK2237712 1 tablet by mouth every day. 05/25/05 30 CJL BC-WELPT 04/22/05 30 MHD BC-WELPT 03/14/05 30 TG BC-WELPT 748619 LORTAB 7.5/500MG TABLETS (WZ) 00591-0385-01 Dr. PFEFFER G. AP1854264 1 or 2 tablets by mouth every 3 to 4 hours may cause drowsiness. 04/22/05 40 MHD BC-WELPT 04/01/05 40 WG BC-WELPT 748618 PERCOCET 5/325MG TABLET (MA) 00406-0512-01 Dr. PFEFFER G. AP1854264 1 tablet by mouth every 4 hours as needed for pain, may cause drowsiness. 04/01/05 30 WG

RECEIVED

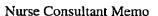
OCT 3 1 2006

Employee paperity : LTD



Mr. Jason Hewett, Disability Benefits Analyst, The Standard Insurance Company 900 SW Fifth Avenue Portland, OR 97204-1235





### Claim Identification

Name: Patricia Broyles

Claim Number: 375832

Analyst: Shannon Teed

Date Completed: February 21, 2006

Nurse: Anne Jordan, RN, BSN, CRRN,

Claim Status: Pending

CCM Nurse Consultant

### **Opening Synopsis**

I have reviewed the medical documentation in the file and have reviewed the medical documentation along with Dr. David Waldram, physician consultant. The claimant is a 51 year-old claims payable adjuster supervisor who ceased work 09/14/05 due to a collapsed foot. Records indicate the claimant began developing worsening right ankle pain in August 2004 with diagnosis of tibial tendon dysfunction in January 2005. On 03/18/05, the claimant underwent calcaneal osteotomy with tibial tendon transfer of the right hindfoot. Post-operatively, the claimant was non-weight bearing and initially required use of a walker. However, the claimant was capable of returning to work in April 2005. On 06/13/05, Dr. Glenn Pfeffer, orthopedics, reports the claimant is doing well and is tolerating weight-bearing activity with use of an orthotic.

On 08/11/05, the claimant contacts Dr. Pfeffer's office due to increased swelling of the right leg. Doppler was negative and did not reveal evidence of a blood clot. On 09/15/05, the claimant reports she never went to physical therapy. The claimant continues to utilize ankle support. Dr. Pfeffer indicates there continues to be slight collapse of the hindfoot, but the claimant's status is "better than pre-op." Use of Neurontin is recommended.

On 10/18/05, Dr. Pfeffer reports the claimant is "doing well." The claimant is advised to wean off Neurontin and initiate use of non-steroidal anti-inflammatory medications.

On 01/20/06, Dr. Pfeffer reports the claimant is "still getting some collapse in her [the claimant's] hindfoot." Dr. Pfeffer reports there is no apparent nerve injury. The claimant reports intermittent burning of the right foot. Dr. Pfeffer states the claimant may require additional surgery. Physical therapy is also discussed.

Dr. Pfeffer reports on the APS of 12/07/05 the claimant is capable of sedentary level work. Limitations are described as difficulty walking due to unilateral foot pain.

Dr. Waldram opined the medical documentation supports limitations and restrictions that include the inability to stand and walk for extended periods. Dr. Waldram stated the medical documentation does not indicate the claimant is incapable of working within the sedentary strength level range on a full-time basis. This is consistent with

NCM Or Waldram

recommendations from the claimant's primary orthopedist, Dr. Pfeffer, who reports on the 12/07/05 APS the claimant is capable of sedentary level work.

Please contact me with any questions or concerns.

-anne Manko

Benefits Department	Medical Referral
⊠ SIC □ SNY □ SBA □ TIAA □ SSC	□ NM
CLAIM IDENTIFICATION	
Referral Date: 2/15/06	Referring Nurse or SBA: Anne Jordan
Claimant Name: Patricia Broyles	Assigned Analyst/Extension: Shannon Teed
Claim Number: 375B32	Physician Specialty:
Claim Status: ☐ Active ☑ Pending ☐ Appeal	Regulatory Deadline: Day 75 3/3//06; day 105 4/2/06
OPENING SYNOPSIS	
from toe and 3 1/2" screw was placed back of heel/ notes despite Dr. recommendation, she returned to cast & wheelchair at that time. Her condition regre- affecting her foot and calf. Claimant notes foot has	work full time, full duty, full salary on 4/11/05 with a ssed & claimant notes constant pain & profuse swelling collapsed. Per claimant, she is not able to of foot and ceased work altogher on 9/14/05. Claimant
VOCATIONAL INFORMATION	
Applicable Definition of Disability: ☑ Own Occ ☐ Ar	ny Occ 🔲 Other:
DOT strength demand of own occ, if applicable, and as	determined by VCM sedentary
Description of the specific physical or mental demands Please see attached DOT & job description for full of	required of the occupation: Claims payable supervisor: Jetails.
CONTRACT INFORMATION	
While the medical staff is not responsible for making claim provisions contain medical terms or concepts requiring medical Not Applicable	n determinations based on the terms of the policy, the following edical advice to aid in the administration of the claim.
QUESTIONS	
Please review the available medical records and co	mment on the following:
Please summarize the medical records con	tained within the file.
2. Please outline claimant's current medical c	ondition(s) and any related limitations & restrictions.
3. Does the medical information provide evide the claimant from performing a sedentary level occurrence.	ence of limitations and restrictions that would preclude upation? Please elaborate.
4. If limitations & restrictions are supported, p	please comment on anticipated duration of impairment.
Thank you for reviewing this claim.	

Job Description Report

2/3/2006

### 137-018 SUPERVISOR; CLAIMS

Supervises and coordinates activities of workers engaged in examining insurance claims for payment in claims division of insurance company: Analyzes and approves insurance and matured endowment claims. Conducts personal interviews with policy owners and beneficiaries to explain procedure for filing claims. Submits statement of claim liabilities to actuarial department for review. Informs departmental supervisors on claims status. Evaluates job performance of subordinates. Performs duties described under SUPERVISOR (clerical) Master Title.

Aptitudes	LvI	Temperaments .	Ľvi,	Physical Demands	Lvi	Environmental	Lvl
General learning ability		Directing people or events		Climbing		Exposure to weather	N
Verbal skill	3	Repetitive tasks		Belancing	N	Extreme Cold	N
Numerical skill	2	Influencing people		Stooping	N	Extreme Heat	N
Spatial perception	4	Variety of tasks		Kneeling	N	Wet and/or humid	N
Form perception	4	Express personal feelings		Crouching	N	Noise Intensity Level	3
Clerical perception .	2	Alone or apart from others		Crawling	N	Vibration	N
Motor coordination	4	Stress, dangerous tasks		Reaching	0	Atmospheric conditions	N
Finger dexterity	4	Tolerances, precise limits		Handling	0	Moving mechanical parts	N
Manual dexterity	4	Under specific instructions		Fingering	0	Exposure to electrical shock	N
Eye-Hand-Foot coordination	5	Dealing with people	x	Feeling	N	High, exposed places	N
Color discrimination		Making judgments	X	Talking	F	Exposure to radiation	N
GED TO THE STATE OF THE STATE O	. Les	Work Erelds	Lyl	Hearing	·F	Working with explosives	N
Reasoning	4	Investigating	271	Tasting/Smelling	N	Toxic or caustic chemicals	N
Math	3	Numerical Recording-Record Keepin	232	Near Acuity	F	Other	. N
Language	4			Far Acuity	N		
Imiler	, Lyl	MPSMS:	Ĺvi_	Depth Perception	N		
ength .	S	Insurance and Real Estate	895	Accomodation	N		
٠ ج	7.			Calor Vision	N	,	
GOE	11 12.01			Field of Vision	N		

2/3/06 le: Patricia Broßes Chin # 375832 E have reviewed file naterial, specifically to will the the the of DD. This is the closest DOT description to Daimants on exceptation Who rated scheme.

lette we can't

### **Anna Suesens**

From: Ti

Tim Kelly

Sent:

Thursday, December 08, 2005 11:51 AM

To:

Anna Suesens

Subject: Claims Payable Adjuster

Job Description:

Primary responsibility of the auditing or repair invoices on approved claims. Additionally responsible for the entry and handling of claim payments and calls related to the payment of claims.

1 Sent thus

Anna,

This is the description I had on file. Feel free to improve upon it.

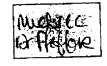
# Cedars– Sinai Orthopedic Center Foot and Ankle

Mark Goodson Bldg. 444 S. San Vicente Blvd. Suite 603 Los Angeles, CA 90048 310-423-3338 Telephone 310-423-9958 Fax



Shann	on Peed	From:	Glenn Pfeffer, MD / Susan Muse	:
503-3	21-7437	Pages:	11	
		Date:	2/14/06	
	······································	cc:		
☐For Review	□Please (	Comment		
	503-3	Shannon Peed 503-321-7437	503-321-7437 Pages:  Date :  CC:	503-321-7437 Pages: 11  Date: 2/14/06  GC:

Here is one report that might not have been in the copies sent. The rest are just chart notes that Dr Pfeffer and his nurse had written down.



1-15-05 Beaules, 1

PRETRICIA

er for

.....

.

11

6545 ON

C212D

WdEE: 7 9007 '71 '833 STND1149-00203

Case 3:0	07-cv-05305-MMC	Patucia Reful Calle	Filed 06/30/2008	Page 18 of 132
		raducio		
7/8/	ls cortab	Reful Calle	dun	
		**		And BOOK 18-16 Control of the Contro
			a i	The second secon
				by a summer of the state of the
	215 Jus	1-1-1		27. FOOT
		Istal n	) heef	and the second s
eminera i emperimenta de la calcidada e el la ca				ent grader of the transplantacy of a supposition of
		1/4	41,	- 1 (Hills Size)
The second secon		15	MEG	$\mathcal{O}$
1 1 1		15	Jan Coll	
		Sout	PO	-Z
and the same of th		Corpro		1-1
manus removed plant and an aggregate to				<b></b>
Commence of the Commence of th		to a community or transcribe and an appropriate		
				<del></del> -
		ed Made ( ) (Market pr. P.   cas p Made 1 H.   a pade 1		
	100mm			
		man and the contract of the co		· · · · · · · · · · · · · · · · · · ·
1 	1105 pt C	alled I swel	ung (R)	les
		Reply spoke	to pt	
	PT +0	ges	- v dopple	
		**************************************	weras XX	( pr/nee
	La	or DAVA	6	
<u></u> -		The state of the s		***
<b></b>		Andrew Control of the Property of the Control of th	s (	A
	6775 'ON	The second of th	Cerso	FEB. 14, 2006 4:32PM
- 4	5 / 5 <del>-</del> ·			STND1149-00203

6 3.05

Broyles, PATRICIA

R == 7=00

Le her ut lays

of king still shows line collin forwater

A 12 WK po cal osteotors

- Controller - Controller - Weight bearing of Call yangetor

6. 22.05 called in vicodin Rekol

FEB. 14, 2006 4:32PM CRIRD

STND1149-00201

5/23/05

Roy Es. PATRICI
SP Lees
Wall

PW 32 then

6445 ON

EE8 14 2006 4:32PM CSISD

STND1149-00200

6775 ON

To: GLENN B. PFEFFER.

U.P.M.C. Medical R

03/20/05 09:05

Page 3 of 7



### California Pacific Medical Center

P.O. Box 7999 San Francisco, CA 94120

Name: BROYLES, PATRICIA A Surgeon: GLENN B. PFEFFER, M.D. Assistant: DEBRA B. ANZIANO, P.A.

MRN 06323658 Acct#: 04644476

Date of Surgery: 03/18/2005

Pt. Loc: Cal. Campus

### **OPERATIVE NOTE**

PREOPERATIVE DIAGNOSIS: Posterior tibial tendon dysfunction, right hindfoot.

POSTOPERATIVE DIAGNOSIS: Posterior tibial tendon dysfunction, right hindfoot.

SURGEON; Glenn Pfeffer, M.D.

ASSISTANT: Debra Anziano, P.A.

### PROCEDURE:

- 1. Transfer of flexor digitorum longus tendon to the navicular.
- 2. Calcaneal medial-displacement osteotomy.
- 3. Tenolysis of posterior tibial tendon.
- 4. Percutaneous Achilles lengthening.

ANESTHESIA: General, with ankle block.

DETAILS OF PROCEDURE: The right lower extremity was prepped and draped in sterile orthopaedic fashion. The patient received perioperative antibiotics and an Esmarch was used to exsanguinate the limb. The tourniquet was inflated around the upper thigh to 350 mmHg. An oblique incision was made over the calcaneus and care was taken to protect the caneous nerves and the subtalar joint. An osteotomy was made and the calcaneus moved from lateral to medial approximately 1,25 cm. A pln from posterior to anterior was used to hold this area with excellent compression. The prominence was smoothed down with a reciprocating rasp. The area was copiously irrigated out with Baoitraoin and saline and closed with 3-0 Vicryl subcutaneous suture, 3-0 horizontal hylon mattress sutures were used. At the end of the case when the tourniquet was deflated, hemostasis was obtained. Percutaneous triple-cut extensor lengthening was performed prior to performing the asteotomy.

The beanbag was taken out and the patient was placed in the supine position. A curvilinear incision was made over the posterior tibial tendon down to the navicular. The flexor digitorum longus was harvested in the mid-foot, Care was taken to protect the caneous nerves. A hole was made in the navicular from superior to inferior using the Fluoroscan for guidance. The posterior tibial tendon was adhesed down into its sheath. Tenolysis under loupe magnification was performed in order to remove the tendon to make room for the flexor digitorum longus transfer. The FDL was left in its sheath, but distally transferred into the navioular, it was sewn then back onto itself using 0-PDS sutures into the periosteum. The area was copiously irrigated out with Bacitracin and saline. Sheath was repaired with several 2-0 Vicryl sutures. The tourniquet was deflated, Hemostasis was obtained with compression and 3-0 Vicryl suture was used subcutaneously; the skin was closed with 3-0 horizontal nylon mattress sutures. The foot was placed in the neutral position with slight inversion. The patient went to the recovery room in stable condition.

catan FEB, 14, 2006 4:31PM

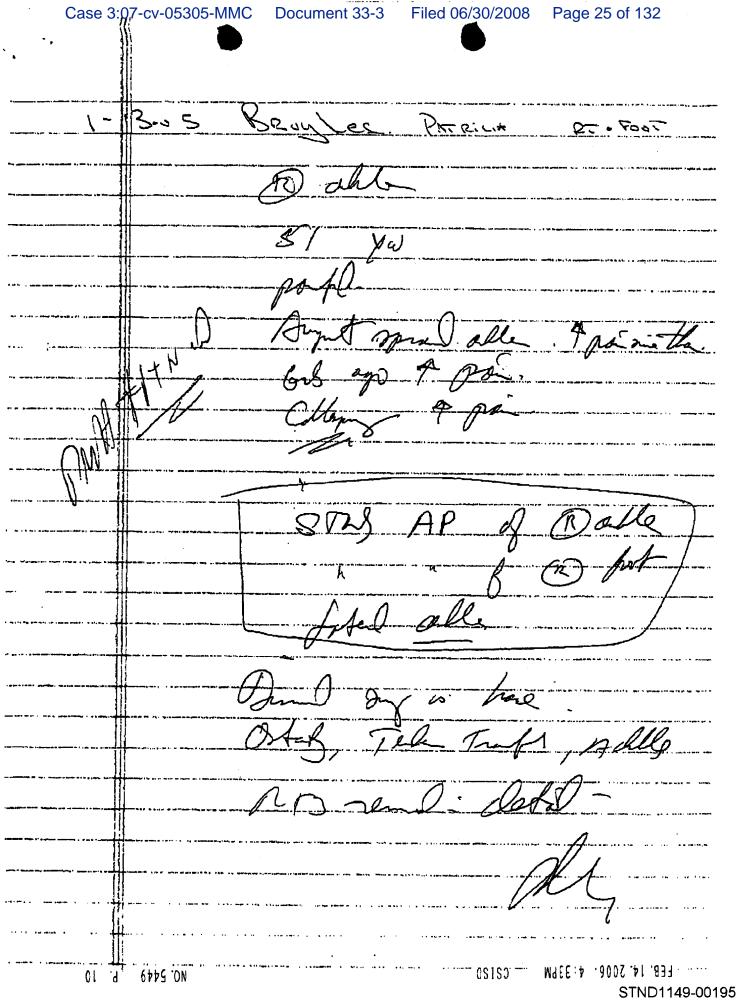
To:GLENN B. PFEFFER, Fr. C.P.M.C. Medical R 03/2005 09:07 Page 4 of 7

GLENN B. PFEFFER, M.D.

DEBRA B. ANZIANO, P.A. GLENN B. PFEFFER, M.D.

D:03/18/2005 4:37 P T:03/19/2005 5:15 P/ :TL211mdq Job #: 000442163 DICTATED BY: GLENN B. PFEFFER, M.D.

Name: BROYLES, PATRICIA A | MRN: 06323658 | A:08183 | A:



Cedars- Sinai Orthopedic Center Foot and Ankle Mark Goodson Bldg. 444 S. San Vicente Blvd. Suite 603 Los Angeles, CA 90048 310-423-3338 Telephone 310-423-9958 Fax

# **Fax**

To:	Sha	nnon	From:	Glenn Pfeffer, MD / Susan Muse
Fax:	503-32	21-7437	Pages:	2
Phone:	·		Date :	2/9/06
Re;	Patti Broyles		cc:	
□ Urgent	□For Review	□Please	Comment	

CRTHOPAEDIC CENTER

January 20, 2006

RE: PROYLES, FATRICIA

MR#: 100100210

DR REFERRED POST-OPERATIVE VISIT

DATE OF VISIT: 01/20/2006

HISTORY: Patty comes in today having not done well after her posterior tibial tendon transfer and calcaneal osteotomy several months ago.

### PHYSICAL EXAMINATION:

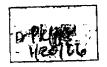
It looks as though the transfers work nicely. She is still getting some collapse in her hindfoot. I think this is largely, however, because of the lack of medial support. She has extreme mobility of the naviculocuneiform joint on the right and has a sag on the standing lateral x-ray.

RECOMMENDATIONS: I have discussed various options with Patty. She does not appear to have any nerve injury today or hypersensitivity in her foot. She does complain of intermittent burning. If she feels that is her main problem, then I am going to send her to some physical therapy for desensitization. My inclination, however, is that she needs additional surgery. While we could consider an isolated naviculocuneiform fusion, she is very anxious to get on with her life and to only have one final operation. Under the circumstances, I would fuse the subtalar joint and at the same time possible fuse the naviculocuneiform joint to give her a stable first ray. She is going to discuss these issues with her husband and get back to me next week. The decision she has to make is whether or not to attend physical therapy for predominantly a burning, numbing, tingling pain, or to have additional surgery for the reasons discussed.

Glenn B. Pfeffer. M.D. Director, Foot and Ankle Center

GBP/MEDQ/182860514 D: 01/20/2006 T: 01/20/2006 JOB#: 999851

Change History and Electronic Signatures: Signed by PFEFFER, GLENN (6231) at 1/23/2006 12:44



# 60032459 - PATRICIA BROYLES

Order ID: 60032459

Customer: Standard Insurance Company

Cust ID: 1522

OVERNIGHT MAIL

Req Name: Shannon Teed

503-321-7598

Patient:

PATRICIA BROYLES

557-92-5378 11/15/1953

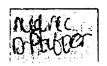
DR GLENN PFEFFER

Policy:

375832







Case 3:07-cv-05305-MMC

800 NW Chipman Rd., Suite 5900 Lee's Summit, MO. 64063

(800) 997-2771

Toll Free: (888) 521-2004

Requestor: Shannon Teed

Document 33-3

Filed 06/30/2008

Page 29 of 132

Pages 8

LabOne APS Request

Date:

Thursday, February 02, 2006

Account Number: 1522

Company: Standard Insurance Company

Carrier Policy Policy #:

Order ID:

60032459

### PLEASE OBTAIN AN ATTENDING PHYSICIAN STATEMENT ON OUR BEHALF FROM THE PHYSICIAN / FACILITY LISTED BELOW

Patient:

LabOne

Fax:

PATRICIA BROYLES

SSN:

557-92-5378

DOB:

· 11/15/1953

Gender: ·

503-321-7598

Physician:

**GLENN PFEFFER** 

Phone: Fax:

503-321-7437

Facility: Address:

3000 CALIFORNIA STREET FL 3

City State Zip:SAN FRANCISCO, CA 94115

Comments: All med. records, progress/therapy notes, referral info., prescribed meds, lab/diagnostic test

results, op. reports. Hospitals incl. Admit Hx, Phys. Exam Disch. Summary. Please include only

information from 1-1-05 to the present.

This form MUST BE accompanied by Applicant's Authorization Form

Please notify LabOne before copying if your fee amount is in excess of \$50.00. Thank you.

RECEIVED

FEB 0 % 2006

Employee Benefits + ETD

To: CLENN B: PFEFFER, From: C.P.M.C. Medical R 03/20/05 09:05 Page 3 of 7



### California Pacific Medical Center

A States House-African

P.O. Box 7999- San Francisco, CA 94120

Name: BROYLES, PATRICIA A Surgeon: GLENN B. PFEFFER, M.D. Assistant: DEBRA B. ANZIANO, P.A. MRN 06323658 Acct#: 04644476

Date of Surgery: 03/18/2005

Pt. Loc: Cal. Campus

### **OPERATIVE NOTE**

PREOPERATIVE DIAGNOSIS: Posterior tibial tendon dysfunction, right hindfoot.

POSTOPERATIVE DIAGNOSIS: Posterior tibial tendon dysfunction, right hindfoot

SURGEON: Glenn Pfeffer, M.D.

ASSISTANT: Debra Anziano, P.A.

#### PROCEDURE:

- 1. Transfer of flexor digitorum longus tendon to the navicular.
- 2. Calcaneal medial-displacement osteotomy.
- 3. Tenolysis of posterior tibial tendon.
- 4. Percutaneous Achilles lengthening.

ANESTHESIA: General, with ankle block.

DETAILS OF PROCEDURE: The right lower extremity was prepped and draped in sterile orthopaedic fashion. The patient received perioperative antibiotics and an Esmarch was used to exsanguinate the limb. The tourniquet was inflated around the upper thigh to 350 mmHg. An oblique incision was made over the calcaneus and care was taken to protect the caneous nerves and the subtalar joint. An osteotomy was made and the calcaneus moved from lateral to medial approximately 1.25 cm. A pin from posterior to anterior was used to hold this area with excellent compression. The prominence was smoothed down with a reciprocating rasp. The area was copiously irrigated out with Bacitracin and saline and closed with 3-0 Vicryl subcutaneous suture, 3-0 horizontal nylon mattress sutures were used. At the end of the case when the tourniquet was deflated, hemostasis was obtained. Percutaneous triple-cut extensor lengthening was performed prior to performing the osteotomy.

The beanbag was taken out and the patient was placed in the supine position. A curvilinear incision was made, over the posterior tibial tendon down to the navicular. The flexor digitorum longus was harvested in the mid-foot. Care was taken to protect the caneous nerves. A hole was made in the navicular from superior to inferior using the Fluorescan for guidance. The posterior tibial tendon was adhesed down into its sheath. Tenolysis under loupe magnification was performed in order to remove the tendon to make room for the flexor digitorum longus transfer. The FDL was left in its sheath, but distally transferred into the navicular, it was sewn then back onto itself using 0-PDS sutures into the periosteum. The area was copiously irrigated out with Bacitracin and saline. Sheath was repaired with several 2-0 Vicryl sutures. The tourniquet was defiated. Hemostasis was obtained with compression and 3-0 Vicryl suture was used subcutaneously; the skin was closed with 3-0 horizontal nylon mattress sutures. The foot was placed in the neutral position with slight inversion. The patient went to the recovery room in stable condition.

RECEIVED

FEB 0 8 2006

Employee Benefits - ETD

To: GLENN B. PFEFFER, From.C.P.M.C. Medical R 03/20/05 09:07 Page 4 of 7

GLENN B. PFEFFER, M.D.

DEBRA B. ANZIANO, P.A. GLENN B. PFEFFER, M.D.

D:03/18/2005 4:37 P T:03/19/2005 5:15 P/ :TL211mdq Job #: 000442163 DICTATED BY: GLENN B. PFEFFER, M.D.

RECEIVED

FEB 0 8 2006

Employee Benefits - HB

Name: BROYLES, PATRICIA A MRN: 06323658 Acct# 04644476



GLENN B. PFEFFER, M.D.

DIPLOMATE AMERICAN BOARD OF ORTHOPAEDIC SURGERY

SURGERY OF THE FOOT AND ANKLE SURGERY OF THE HAND

January 13, 2005

James Talcott, M.D. 3434 Villa Lane, Suite 150 Napa, CA 94558

Re:

Patricia Broyles

Dear Dr. Talcott:

At your kind referral, I had the pleasure of seeing Patricia Broyles in the office today January 13, 2005. As you know, she is a 50-year-old woman who comes in complaining of right ankle pain.

<u>Patient history:</u> Ms. Broyles notes that she started to develop ankle pain this past August, which has markedly increased over the past six weeks. She has noticed a collapse of her right hindfoot.

Past medical history: She is overall in excellent health. She has hypertension.

<u>Physical examination</u>: Her physical examination is remarkable for an antalgic gait referable to the right foot. She has an advanced collapse deformity of her right hindfoot with significant valgus.

She has posterior tibial tendon dysfunction. Her motor strength is 5/5 except for her posterior tibial tendon, which does not seem to be working at all. Her hindfoot is flexible. She has no medial ankle laxity.

She has a tight Achilles tendon, bilaterally the right more than the left.

Radiographs: Standing AP and lateral x-rays of the ankle and foot demonstrate a mild abduction deformity of the midfoot. Her ankle is stable with no medial gapping.

Conclusion: As you know, Ms. Broyles has posterior tibial tendon dysfunction that has rapidly progressed. She is almost at the point of needing a subtalar fusion or triple arthrodesis. I do not think that she would be a good candidate for a long-term brace for that reason. I had a long discussion with her regarding various treatment options. We are going to proceed with a flexor digitorum longus tendon transfer and calcaneal osteotomy and an Achilles lengthening/Strayer procedure. I will get her on to an operating schedule as soon as possible.

Glenn B. Pfeffer, M.D.

Specialist in the Foot/Ankle and Hand

GBP:sla

RECEIVED

FEB 0 8 2006

Employee Benefits - LTD

3000 CALIFORNIA STREET, SAN FRANCISCO, CALIFORNIA 94115 • (415) 923-3700 • FAX (415) 441-5096

Case 3:07-cv-05305-MMC

Document 33-3

Filed 06/<u>3</u>0/2008

Page 33 of 132

JUL-4-2005 11:12 FROM: RADIOL DEPARTMENT 7072574168

Continued.....

Signed 07/01/05 1045

Page 2 of 2

PATIENT: BROYLES, PATRICIA ANN

UNIT#: QM02009577

EXAM:

DATE: 07/01/05

ORDER#:

0701-0019; 0701-0020 DR GLENN PFEFFER ORD PHY:

ADM PHY:

PC PHY: KAKO M.D., RONYY,

CT NAPA VALLEY IMAGING CENTER

RECEIVED

.FEB 0 3 2006

ACCT#: QV0005180955

AGE: 51 DOB: 11/15/1953

CT FOOT WO CONTRAST RT; MULTIPLANAR/3D RECONSTRUCTION

Employee Benefits - LTD

LOC: QNVICT

ROOM:

REPORT #: 0701-0119

#. XDX475A62834

DR GLENN PFEFFER - Ordering Doctor Copy

JUL-4-2005 11:12 FROM:RADIOLO DEPARTMENT 7072574168

54415096 TO: 9

P:2/3

# NAPA VALLEY IMAGING CENTER

RADIOLOGY MEDICAL GROUP OF NAPA, INC.

1000 TRANCAS ST NAPA, CALIFORNIA 94558

RICHARD F. HATTON, MD DANIEL H. BUNNELL, MD F. RONALD HETRICK, MD CHRISTOPHER J. SCHULTZ, MD ANDREW J. HICKS, MD DEAN M. GENES, MD BRUCE N. TROUP, MD

CHRISTIAN B. ANDERSON, MD JAMES R. KNISTER, MO DAVID E. GOLLER, MD

PHONE 707-257-4064

FAX 707-257-4169

# CT FOOT WO CONTRAST RT; MULTIPLANAR/3D RECONSTRUCTION

EXAMINATION: MULTIPLANAR HINDFOOT CT INDICATION: CALCANEAL OSTECTOMY, EVALUATE FOR DELAYED OR NONUNION

TECHNIQUE: A volumetric, isotropic data acquisition of the right hindfoot was obtained without contrast on a multi-detector CT scanner. Axial, sagittal, and coronal reconstructed images were produced using a high spatial resolution bone algorithm.

FINDINGS: An estectomy of the calcaneus has been performed with 5.2mm of lateral to medial displacement. A threaded orthopedic pin traverses and compresses the osteotomy from posterior to anterior. Where the pin traverses the osteotomy site, there are elements of bone union. The majority of the osteotomy lucent line is still visualized without evidence of complete union.

There are post-surgical changes incident to the transfer of the flexor digitorum longus tendon to the navicular.

The remaining osseous structures and subtalar joint are unremarkable. There is no evidence of fracture or malalignment.

### CONCLUSION:

1. CALCANEAL MEDIAL DISPLACEMENT OSTEOTOMY WITHOUT COMPLETE BONY UNION.

DICTATED BY: CHRISTOPHER SCHULTZ MD SIGNED BY: SCHULTZ, CHRISTOPHER MD

<<Signature on File>>

Dictated: 07/01/05 0930 Trans: 07/01/050944.ILH

Page 1 of 2

PATIENT: BROYLES, PATRICIA ANN

ACCT#: QV0005180956

UNIT#:

QM02009577

EXAM:

AGE: 51 DOB: 11/15/1953 CT FOOT WO CONTRAST RT; MULTIPLANAR/3D RECONSTRUCTION

RECEIVED

FEB 0 3 2006

Employes Benefits - ETD

DATE:

07/01/05

ORDER #: ORD PHY:

0701-0019; 0701-0020

LOC: ONVICT ROOM:

ADM PHY:

DR GLENN PFEFFER

REPORT#: 0701-0119

PC PHY:

KAKO M.D., RONY Y.

#: XDX475A62834

CT NAPA VALLEY IMAGING CENTER

DR GLENN PFEFFER - Ordering Doctor Copy

CT fost

AUG-13-2005 09:07 FROM:RADIO DEPARTMENT TOTEST4168 TO: 71 154415036

P:2/3

QUEEN OF THE VALLEY HOSPITAL ST. JOSEPH HEALTH SYSTEM

A Ministry of the Staters of St. Joseph of Orange

RADIOLOGY MEDICAL GROUP OF NAPA, INC. RICHARD F. HATTON, MD DANIEL H. BUNNELL MD F. RONALD HEYRICK, MD CHRISTOPHER J. SCHULTZ, MO

ANDREW J. NICKS, MD DEAN M. GENES, MD BRUCE N. TROUP, MD

1000 TRANCAS ST NAPA CALIFORNIA 94558 CHRISTIAN B, ANDERSON, MD

DAVID E GOLLER, MD

PHONE 707-257-4064

FAX 707-257-4169

# **DUPLEX EXT VENUNULTO RT**

EXAMINATION: RIGHT LOWER EXTREMITY COLOR FLOW ULTRASOUND INDICATION: Right leg swelling, possible deep venous thrombosis

COMMENT: Color flow doppler ultrasound of the right lower extremity demonstrates normal venous system. Normal deep venous system and superficial venous system are seen. Normal color flow appearance is noted. Normal compressibility, venous wave form, respiratory variation and augmentation

### CONCLUSION:

1. NEGATIVE RIGHT LOWER EXTREMITY DEEP VENOUS ULTRASOUND.

DICTATED BY: DANIEL H. BUNNELL MD SIGNED BY: BUNNELL, DANIEL H. MD \*<<Signature on File>>

Dictated: 08/12/05 1827 Trans: 08/12/051715DHH Signed 08/12/05 2016

RECEIVED

FEB 3 3 2006

Employes Bonefits - LTD

Page 1 of 1

PATIENT: BROYLES, PATRICIA ANN

UNIT #: QM02009577

EXAM:

DUPLEX EXT VENUNULTD RT

DATE: 08/12/05 ORDER#: 0812-0026

ORD PHY: KAKO, RONY Y, MD

ADM PHY:

PC PHY: KAKO M.D., RONY Y. LOC: QULT

ROOM:

ACCT #: QV0005203845

AGE: 51 DOB: 11/15/1953

REPORT#: 0812-0210 #: XDX475A62834

ULTRASOUND

GLENN PFEFFER MD - Additional copy

AUG-13-2005 09:07 FROM: RADIOL 55 DEPARTMENT 7072574168

TO: 914154415896

P:3/3

QUEEN OF THE VALLEY HOSPITAL ST. JOSEPH HEALTH SYSTEM

A Ministry of the Sisters of St. Joseph of Orange

RADIOLOGY MEDICAL GROUP OF NAPA, INC. PICHARD F. HATTON, MD
DAMIEL H. BUNNELL MO
F. RONALD NETRICK, MD
CHRISTOPHER I. SCHULTZ, MD

BRUCE N. TROUP, NO

LPA, INC. 1000 TRANCAS ST NAPA, CALIFORNIA 94558 ANDREW J. NICKS, MD CHRISTIAN B. ANDERSON, MD DBAN M. GENES, MD LAWES R. KNISTER MO

CHRISTIAN B. ANDERSON, MD JAMES R. KNISTER, MD OAVID E. GOLLER, MD

PHONE 707-257-4084

FAX 707-257-4169

# HEEL/CALCANOUS-UNILAT 2+ VS RT

EXAMINATION: RIGHT HEEL SERIES INDICATION: Right leg swelling, particularly right heel with pain and lenderness

COMMENT: The patient is status post category with placement of screw through the left calcaneus. Plantar spur is noted. No loosening through the screw is seen. Osteotomy site appears intact. Significant soft tissue swalling however, is noted.

### CONCLUSION:

1. OSTEOTOMY IS SEEN WITH FRACTURE LINE STILL VISUALIZED. SIGNIFICANT SOFT TISSUE SWELLING IS NOTED.

\*\* FAX TO DR. PFEFFER, 415-441-5096, WHEN SIGNED

DICTATED BY: DANIEL H. BUNNELL MD SIGNED BY: BUNNELL, DANIEL H. MD <<Signature on Flie>>

Dictated: 08/12/05 1802 Trans: 08/12/051829DHH Signed 08/12/05 2016

Employes Banefits - LTD

Page 1 of 1

PATIENT: BROYLES, PATRICIA ANN

ACCT #: QV0005203845

UNITE QM02009577 AGE: 51 DOB: 11/15/1953

EXAM:

HEEL/CALCANOUS-UNILAT 2+ VS RT

DATE: ORDER#:

08/12/05 0812-0091

ORD PHY:

ADM PHY:

PFEFFER,GLENN MD

LOC: QULT ROOM:

PC PHY:

KAKO M.D., RONY Y.

REPORT #: 0812-0230

#: XDX475A62834

RADIOLOGY

GLENN PFEFFER, MD - Ordering Doctor Copy

Xm.



Claimant Name Lynco Bruses Status P A Disputed
Claim# 60375832 LDW 9/14/105 Current Age
Diagnosis
Occupation Claure Dayable adjust Mand. Rehab. Yes No
Limitations: M/N Yes No M/S Yes No Other
Round Table: Yes No Pre-X
Question/Claim Issues:
Analyst Date
F/up NOW : Call to climt APS Questionnaire:
A-Chart notes from Dr Pfeffer for dates: 105 - present
Recommended F/u is needed to determine:
Trecommended 17th is needed to determine:
F/up date: To Determine:
Duration of Impairment:
Source: The Medical Disability Advisor by Presley Reed M.D. Yes No
Medical Notes: Please obtain medical records to
14.20
o medical condition to lead to a consider
Cent war
Vocational Notes: Need our (rcreme)
CM May Manks Date 12/28/05
CM 12/28/05
0



SI 3379

# Long Term Disability Benefits Attending Physician's Statement

Standard Insurance Company, Employee Benefits Department PO Box 2800 Portland OR 97208-2800 800.368.1135 Tel 503.321.8400 Fax

The patient is responsible for the completion of this form with PART A. TO BE COMPLETED BY PATIENT	hout expense to The Standard.
	5 Social Security No.:551 - 92 - 5318
!	Social Security No.:
Address: 332) Anita Ct.	city: NADA State CA Zip Code: 94558
Phone No.: (707) 252 9258	Righten W/15/53 Patient No.
Occupation: Claim Payable Employer	hand A. C.
I returned to work: Date	l expect to return to work: Date
PART B. TO BE COMPLETED BY PHYSICIAN	
of functional impairment. Please include laboratory data and results surgical reports, hospital admitting history, physician discharge sur	whether the clinical condition of your patient is disabling. We need documentation of special tests (X-rays, CAT scan, EKG, etc.) Please attach copies of any pertinent mmaries, chart notes, and narrative reports.  xpense to The Standard. Forms may be returned for unanswered questions.
1. INFORMATION	
Primary Diagnosis: ICD Code ()	a for promise
Secondary Diagnosis: ICD Code ()	MECEIVED
Other diagnoses and ICD Codes related to this claim.	DE 6 2005
Symptoms.	Employee Denetits - CTD
pan	and the state of t
J	
Patient's Height: BP	BPPulse Right arm Left arm Radial
Is condition primarily related to:	
a. Patient's Employment Yes No b. Mental Disorder Yes Yo	Dominant Hand
c. Alcohol or Drug Condition Yes Mo	Emanded a Royal
d. Pregnancy Yes No	Actual Delivery Date
Complications:	☐ Vaginal ☐ Caesarean Section
2. HISTORY	
If patient was referred to you, indicate by whom:	
	7
Has patient ever had same or similar condition? Yes No	
lyes, indicate when: Describe:	Arc.
Do, or have, other conditions contributed to this condition?	<u>-</u> -
If Yes, please explain:	
Date patient first consulted you for this condition:	For any condition:
Dates of subsequent treatment: 9/05	·
Date of most recent visit:	<del>- 1 1 1.</del>
If patient was hospitalized, please provide dates. Admitted:	Discharged:
Admitting Diagnosis:	Discharge Diagnosis:
Name of Hospital:	
Address:	



# Long Term Disability Benefits Attending Physician's Statement

Standard Insurance Company, Employee Benefits Department

	PO Box 2800 Portland OR 97208-2	3000 800.308.113	161 303.321.0400 Fa
Claimant's Name: Not rea Bro	yes		
. ASSESSMENT			
Date you recommended patient should stop working: 42	why? Fort and		
	1/2/4	LA	
Describe the patient's physical, mental and cognitive limitations and work	k activity limitations:		10/11/1
- I from from	open with a fifth	entry 4	many
How long from today's date will the described limitations impair the patie	nt?		
is the patient competent to endorse checks and direct the use of the pro-	ceeds?		
TREATMENT			
Planned course of treatment (Please include expected duration, surgerie	es, therapy, eto)		1
	e ha had deener.	or her	need
1	the man !	8	
Medications prescribed: dosage, frequency and date of prescriptions).	The state of the s		
medications prescribed, dusage, frequency and date of prescriptionies).			
list other treation or refereing the civing I/Cartinus as a second I/Cartinus as	· · · · · · · · · · · · · · · · · · ·		
List other treating or reterring physicians. (Continue on separate page, if NAME	ADDRES		
1. Clark DEcelon	ADDIEG		· · · · · · · · · · · · · · · · · · ·
thone No. (210) ((2 3 - 2 7 3 3	City	State	Zip Code
2			
Phone No. ( )	City	State	Zip Code
What reasonable work or job site modifications could the employer make	e to assist the individual to return to work? Please specify		
	letan ink	-	
	8		
Assessment and treatment are complicated by:			****
Malingering			
Significant emotional or behavioral disorder such as depression, and Exaggeration, inconsistent findings, subjective complaints out of propo	xiety, hysteria. (Circle pertinent areas.) ortion to objective findings, bizame or contradictory observati	nne	
Dependence on drugs/medication, Specify:	STATE TO CONTROL AND A STATE OF CASE II AND CONTROL OF CASE	ons.	
Other (please describe):			
. PROGNOSIS			
<b>-</b>	Unchanged Regre	ssed	
		<del>-</del>	
	lon? Never Condition expected to regress	- /	A
When do you expect a fundamental or marked change in patient's condition		- /	A
When do you expect a fundamental or marked change in patient's conditional control of the condition of the c	lon? Never Condition expected to regress stermine, follow up in: months LL will	- /	a sed does
When do you expect a fundamental or marked change in patient's conditional control of the condition of the conditional control of the condition of the conditional control of the condition of the condition of the condition	lon? Never Condition expected to regress stermine, follow up in: months LL will	he seen	a me doc
When do you expect a fundamental or marked change in patient's conditional state anticipated date:	lon? Never Condition expected to regress stermine, follow up in: months LL will	letermine, because o	a me doc
When do you expect a fundamental or marked change in patient's condit  State anticipated date:	lon? Never Condition expected to regress stermine, follow up in: months LL will	letermine, because o	a me doct
When do you expect a fundamental or marked change in patient's conditional state anticipated date:  or, Unable to de When do you anticipate the patient can return to work?  State anticipate Remarks:  cknowledgement	etermine, follow up in: months \( \sum_{\text{u}} \) or, Unable to d	etermine, because o	months
When do you expect a fundamental or marked change in patient's conditional state anticipated date:  Or, Unable to de When do you anticipate the patient can return to work?  State anticipate Remarks:  Acknowledgement	etermine, follow up in: months \( \sum_{\text{u}} \) or, Unable to d	etermine, because o	months
When do you expect a fundamental or marked change in patient's conditional state anticipated date:  Or, Unable to de When do you anticipate the patient can return to work?  State anticipate Remarks:  Acknowledgement	etermine, follow up in: months \( \sum_{\text{u}} \) or, Unable to d	etermine, because o	months
When do you expect a fundamental or marked change in patient's conditional state anticipated date:  Or, Unable to de When do you anticipate the patient can return to work? State anticipate Remarks:  Acknowledgement  hereby certify that the answers I have made to the foregoing acknowledge that I have read the applicable fraud hotic ysician's Signature	etermine, follow up in: months \( \sum_{\text{u}} \) or, Unable to d	tollow up in the best of my kn	months
When do you expect a fundamental or marked change in patient's condition of the patient can return to work? State anticipate when do you anticipate the patient can return to work? State anticipate Remarks:  Acknowledgement  hereby certify that the answers I have made to the foregoing acknowledge that I have read the applicable frauthotic consists Signature  Physician's Signature  Physician's Name (Please Print)	etermine, follow up in: months \( \sum_{\text{u}} \) or, Unable to d	tollow up in the best of my kn	a sed doct
When do you expect a fundamental or marked change in patient's condition of the state anticipated date:  When do you anticipate the patient can return to work? State anticipate the patient can return to work? State anticipate the marks:  Cknowledgement  Thereby certify that the answers I have made to the foregoing acknowledge that I have read the applicable find the posician's Signature  Pysician's Signature  Thysician's Name (Please Print)	ing questions are both complete and true to the on page 12 of this form.	tollow up in the best of my kn	a sed doct
When do you expect a fundamental or marked change in patient's conditional state anticipated date:  Or, Unable to de When do you anticipate the patient can return to work?  State anticipate Remarks:  Cknowledgement  hereby certify that the answers I have made to the foregoing acknowledge that I have read the applicable fraut hotic devicion's Signature  Printiple of the patient of the patient hotic devicion's Signature  Physician's Name (Please Print)	etermine, follow up in: months \( \sum_{\text{u}} \) or, Unable to d	tollow up in the best of my kn	a sed doct



Service Contracts. It's what we do.<sup>SM</sup>

7'0:	FROM:						
Shannon	Anna Suesens						
COMPANY: Standard Insurance Company	DATE: 2/6/2006						
FAX NUMBER: 503-321-7437	TOTAL NO. OF PAGES INCLUDING COVER:						
PILONE NUMBER	SENDER'S PHONIC & FAX NUMBER: Tel (800) 826-3207 Fax (707) 252-7097						
RE: Patricia Broyles	EXT 255						
☐ URGENT ☐ FOR REVIEW ☐ PLEAS	COMMENT DE PLEASE RÉPLY DE PLEASE	RECYCLE					

# Patricia Broyles

YEAR

PAYDATE	AMOUNT		PAYDATE	AMOUNT	
15-Feb	1903.03		15-Sep	1979.16	*
1				331.32	Bonus
28-Feb	1903.03				
	3806.06		Salary was ch	nanged on 9/13	to 1653.40 per pay
			payroll was al	ready submitte	ed . There was no
15-Mar	1903.03		next salary to	adjust	
31-Mar	1903.03		30-Sep	302,63	Vac
	3806.06	]		25.70	OT
				2638.81	]
15-Apr	1903.03		15-Oct	NP	<del></del>
·	1471.62	Bonus	31-Oct	NP	
			15-Nov	NP	
30-Apr	1903.03	_	30-Nov	300.00	Bonus*
	5277.68				
					e been paid in Oct
15-May	1903.03		for the month	of Sep	
30-May	2055,29	Increase retro to 5/1	15-Dec	1653.40	Holiday bonus
	3958.32	j	,	•	all employees
45 1	4070 40	· · · · · · · · · · · · · · · · · · ·		<del></del> .	received
15-Jun	1979.16				
30-Jun	1979,16				•
30-3011	483.12	Other pay	•		•
	4441,44	Carci pay	J		
•	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1			•
15-Jul	1979.16		1 .		
	145.61	OT			
•	2241.41	Bonus	1		
			1		
30-Jui	1979.16				
	531.03	ŎΤ	]		
	6876.37	J			
		-			
15-Aug	1979.16				
	85.65	OT	1		
	555.4	Bonus			
1		•	1		
30-Aug	1979.16		1		
	376.86	OT	j	•	
	4976.23		_		

# Year to date (Anniversary)

	Alloc	Used	Balance
Vacation	208	133.5	74.5
PTO	72	72	0
<b>Slok</b>			

At anniversary on 1/12/05

Cto be accound)

1000 Main St. Napa, CA, 94559



Todaya Date: 2/3/2008 1:03:11 PM

From Date: 2/1/2005

To Date: 2/3/2006

gims (pervisor

oylesP Patti

121 Anita Ct

12 I Anita C

ipe CA 94558

Date		Clock	Lunch	Lunch	Lunch	Clock	Total	Net	Status	Vac Hrs	PTO Hre	Sick Hrs	Hol Hrs	OT Hrs	Others
		tn	Out	<u>In</u>		Out	Hrs	Hra	Nes	-1112	1110				
/01/2005	TUE	08:08	13:47	13:59	90:11	15:33	08:25	08:13	. Nor						
/02/2006	WED	07:50				15:57	08:06		Nor						
/03/2005	THU	08;00				16:03	08:02		Nor						
<b>J04/2005</b>	FRI	07:58							Nor						
/07/2005	MON	05: <del>58</del>		•		14:58	05:57		Nor						
/08/2005	TUE	07:39				17:08	09:09		Nor						
/09/2005	WED	08:03				16:24	06:21		Nor						
210/2005	THŲ	08:36				17:03	08:27		Nor						
V11/2006	FRI	07:56				17:01	09:05		Nor						
214/2005	MON	06:06				15:26	09:20		Nor						
21 6/2006	TUE	06:03				14:54	08:51	44.53	Nor						
21 6/2006		96;11	11:29	13:23	01:53	16:58	10:46	08:53	Nor				•		
V17/2005		06:14				16:13	09:50		Nor						
V18/2005		, 06:13				14:46	08:32		Nor Hol				9		
1/2005						47.48	40.90		Nor				•		
1/22/2008		07:15				17:48	10:32			•					
/23/2006		05:51				17:02	11:10		Nor						
V24/2006		08:28				17:08	10:39		Nor						
2/26/2005						47.00	AD.47	00.12	VAC Nor	8		•	•		
2/28/2005		08:01	13;23	14:02		17:09	09:07	08:28							
3/01/2005		08:20	12:22	12:58	60:36	17:06	00:46	08:10	Nor						
3/02/2005						17:07	08:49		Nor						
3/03/2006		07:15				16:5\$	09:43		Nor						
3/04/2005		06:16				15:04	08:48		Nor						
3/07/2 <b>0</b> 05						16:53	09:14		Nor		•				
1/08/2006		07:56				16:56	99:00		Nor						
3/09/2005		•				17:08	08:47		Nor						
3/10/2006		07:51	12:45	13:16		17:21	09;29	09:00	Nor						
3/11/2005	FRI	06:05	09:18	10:17		16:55	08:60	07:51	Nor				•		
3/14/2006		08:09	11:42	11:58	00:12	16:18	08:06	07:56	Nor						
3/15/2008	TUE	08:28				17:06	98:37		Nor						
3/16/2005	WED	98:29	12:00	12:30	00:30	17:31	09:02	08:32	Nor						
3/17/2006	THU	08:03				17:14	09:11		Nor						
3/18/2008	FRI								PTO		1				
13/21/2008	MON	ı				ą			PTO		8				
3/22/2005									PTO		8				
·V23/2006									PTO		8				
	s THŲ								PTO		8				



Todays Date: 2/3/2008 1:03:11 PM

From Date: 2/1/2005

To Date: 2/3/2006

laims

upervisor

roylesP Patti

321 Anita Ct

apa CA 94558

Date		Clock In	Lunch Out	Lunch	Lunch	Clock Out	Total Hrs	Net Hrs	Status	Vac Hrs	PTO Hrs	Sick Hrs	Hol Hrs	OT Hrs	Others
/25/2005	FRI								PTO		8		-	_	
/28/2006	MON								PTO						
/29/2005	TUE								PTO		8				
/30/2005	WED								VAC	8					
/31/2008	THU								VAC	8					
/01/2006	FRI								VAC	8					
/04/2006	MON								VAC	8					
/05/2005	TUE								VAC	8					
/08/2005	WED	•							VAC	8					
/07/2006	THU								VAC	8	·				
/08/2006	FRI								VAC	8					
V11/2006	MON	08:00				16:19	08:19		Nor						
V12/2005	TUE	08:09				16:25	09:16		Nor						
V13/2005	WED	08:00	12:02	12:20	00:17	16:29	08:28	08:11	Nor						
14/2005	THU	08:15				18:49	08:34		Nor						
/15/2005	FRI	09:03				15:29	0 <b>8:26</b>		Nor						
/18/2005	MON	98:17				17:01	08:44		Nor						
/19/2 <b>0</b> 05	TUE	08:01	11:14	11:40	00:26	18:45	08:43	08:18	Nor						
/20/2005	WED	08:06	09:37	11:05	01:27	16:38	08:32	07:04	Nor						
/21/2005	THU	97:48				16:30	08:42		Nor						
V22/2005	FRI	97:48	10:00	10:30	00:30	16:37	08:49	08:19	Nor						
L/25/3005	MON								VAC	3					
WZ5/2006	MON	08:06			•	12:54	04:47		Nor						
W26/2005	TUE	07:58				16:30	08:32		Nor						
W <b>Z7/20</b> 05	WED	08:11				14:27	06:16		Nor						
W28/2005	THU	07:51				12:07	04:15		Nor						
1/29/2005	FRI	07:55				16:33	96;38		Nor				•		
5/02/2005	MON	08:01				14:00	08:59		Nor						
5/03/2005	TUE	08:04				12:50	04:45		Nor						
5/09/2005	MON	07:55				16:30	08:36		Nor						
S/10/2005	TUE	07:67				16:33	08:35		Nor						
5/11/2005	WED	07:54				16:33	08:39		Nor						
5/1 <i>2/</i> 2006	THU	08:03				13:52	05:48		Nor						
E/13/2006	FRI	07:66				12:32	04:35		Nor						
E/16/2006	MON	08:16				16:41	08:24		Nor						
5/17/2005	TUE	08:07				18:31	08:23		Nor						
5/18/2005		07:34				16:28	08:54		Nor						
19/2005	THU	GB: 05				18:32	08:27		Nor						

**Time Card Report** 

Napa, CA, 94559



Todays Date: 2/3/2006 1:03:12 PM

From Date: 2/1/2005

To Date: 2/3/2006

ılms pervisor pylesP

Patti

21 Anite Ct

ate		Clock	Fnuch	Lunch	Lunch	Clock	Total	Net	Status	Vac	PTO	Sick	Hot	OT	Others
		ln .	Out	ln		Out	Hrs	Hrs		Hra	Hrs	Hn	Hrs	Hrs	
20/2005	FRI	OB:04		•		18:32	06;28		Not						
23/2008	MON	08:00				11:28	03:27		Nor						
23/2005	MON								VAC	4,6					
24/2005	TUE	08:00				18:45	08:46		Nor						
25/2005	WED	07:58				16:30	08:32		Nor						
26/2005	THU	06:05				16:37	08:31		Nor						
27/2006	FRI	08:05							Nor		•				
30/2006	MON								Hol	٠			5		
31/2008	TUE	07:53				16:32	98:38		Nor						
01/2 <b>0</b> 05	WED	07:51	13:27	14:55	01:27	16:40	08:49	07:21	Nor						
2/2006	THU	88:00	12:21	12:46	00:24	15:54	07:54	07:36	Nor						
D3/2006	FRI	08:05				15:36	08:30		Nor						
06/2005	MON	08:00	13:16			16:35	08:34		Nor						
07/2005	TUE	08:00				18:40	08:40		Nor						
J/Z005	WED	08:05				16:34	08:28		Nor						
09/2005	THU	08:10				16:24	07:14		Nor						
10/2006	FRI	67:65	12:17	13:02	00:45	16:39	DB:44	07:69	Nor						
13/2005	MON	07:30				12:30	05:09		Nor						
13/2005	MON								VAC	2.5					
14/2005	TUE	68:18	13:30	13:51	00:21	16:31	08:15	07:53	Nor						
16/2006	WED	08:04	12:23	12:37	00:14	15:54	07:50	07:36	Nor						
16/2005	THU	08:30	14:45	15:48	01:02	17:38	09:07	08:04	Nor						
17/2005	FRI	07:59	09:45	10:54	01:08	16:32	08:32	07:24	Nor						
20/2005	MON	07:52	11:56	12:31	00:35	16:32	08:39	08:04	Nor						
21/2005	TUE	08:02	11:53	12:52	00:53	16:50	08:48	07:54	Nor						
22/2005	WED	07:53	12:02	12:20	00:18	17:00	09:07	08:49	Nor					1	
23/2005	THU	08:10	12:12	12:31	00:19	18:09	07:58	07:39	Nor						
24/2005	FRI	08:07	12:00	13:15	01:18	16:47	08:39	07:24	Nor						
27/2005		08:59	12:00	12:32		17:00	10:01	09:29	Nor					1.5	ś
28/2005		08:01	13:59	14:30		17:04	09:02	08:32	Nor					0.7	5
29/2005		08:04	13:03	13:30		16:48	08:43	08:17	Nor					0.6	5
/30/2005		07:58	12:00	12:30		16:45	08:46	08:16	Nor					0.6	5
01/2005		08:00	12:06	12:30		16:57	08:57	08:27	Nor					0.6	
04/2005			I M. VV	12.70	44.00		-5.01	,	Hol				. 8		
			43.00	44.47	00-27	16:56	08:50	06:22	Nor				. •	0.8	4
/05/2005		02:05	13:09	13:37				08:21	Nor				•	D.6	
08/2005			12:00	12:00		16:40	08:21							0.2	
/07/2005		08:06	12:21	12:52		16:45	08:40	08:08	Nor					V.Z	0
V <b>Z</b> 005	FRI	08:09	11:59	12:33	00:34	16:41	08:32	07:58	Nor						

1000 Main St. Napa, CA, 94559



Todays Date: 2/3/2006 1:03:12 PM

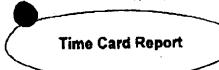
From Date: 2/1/2005

To Date: 2/3/2006

zime pervisor oylesP

21 Anita Ct

Date		Clock	Lunch	Lunch	Lunch	Clock	Total	Net	Status	Vac	PTO	Sick	Hol	OT Others
		In	Out	In		Out	Hra	Hre		Kre	Hrs	Hrs	Hrs	Hrs
/10/2005	SUN	10:00	12:00	12:30	00:30	18:00	08:00	07:30	ОТ					7.5
/11/2005	MON	07:09	13:36	13:59	00:22	16:58	09:49	09:26	Nor					1.5
712/2005	TUE	07:14	11:00	11:30	90:30	16:58	09:44	09:14	Nor					1.25
/13/2005	WED	06:59	11:00	11:30	90:39	14:50	09:50	09:20	Nor					1.5
714/2005	THU	97:45	12:34	12:41	00:17	18:58	09:13	08:55	Nor					1
1/1 5/2005	FRI	07:32	12:22	12:56	00:33	17:08	09:36	09:02	Nor					1
'/1 <b>8/200</b> 5	MON								VAC	8				
'/18/200 <b>5</b>	TUE	08;14	12:27	12:66	00:29	16:51	08:36	08:07	Nor					0,25
7/ <b>20/2</b> 005	WED	08:10	12:06	12:44	00:37	16:47	08:37	<b>07:59</b>	Nor					
1/21/2005	THU	98:11	11:58	12:26	00:26	17:15	09:04	08:37	Nor					0.75
!! <b>22</b> /2005	FRI	08:05	13:15	13:46	00:30	16:49	08:44	08:13	Nor					0.25
r/26/2006	MON	07:54				11:59	04:05		Nor					
7/25/2006	MON							•	VAC	3.5			•	
~~\$0/2005	TUE	OB:02	12;04	12:31	00:27	16:38	08:36	08:09	Nor					0.25
.17/ <b>200</b> 5	WED	08:05	12:03	12:34	00:31	16:54	88:49	98:17	Nor					0.6
F/28/2005	THU	08;00	12:06	12:35	00:30	17:00	09:00	02:30	Nor					0.5
7/29/2006	FRI	08:06	11:52	12:42	00:49	16:59	08:53	08:63	Nor					•
5/01/2005	MON	08:08	13:30	13:60	00:19	15:40	06:32	08:12	Nor					0.25
B/D2/2005	TUE	08:01	12:03	12:33	00:29	18:42	08:41	08:11	Nor					0.25
N/03/2005	WED	<b>98:04</b>	12:07	12:37	00:29	18:04	60:80	07:31	Nor					
5/04/2005	THU	08:00	12:00	12:30	00:30	18:16	10:15	09:45	Nor			,		1.75
8/05/2005	FRI	08:00	12:00	12:21	00:31	1E:40	08:39	. 08:08	Nor					0.25
B/08/2005	MON	06:18	10;30	11:00	00;28	18:55	10:36	10:05	Nor					2.26
8/09/2006	TUE	06:00	10:33	11:04	00:31	16:59	10:58	10:27	Nor					2.5
6/10/2006	WED	08:20	12:21	12:55	00:35	16:30	90:80	07:33	Nor					
8/11/2005	THU	06:59	11:02	11:34	00:31	17:04	10:04	09:33	Nor					1,75
<b>8/12/200</b> 5	FRI	06:32	15:00	15:30	00:29	16:53	10:27	09:57	Ног					2
1 <b>4</b> 15/2005	MON	08:13	09:57	12:06	02:09	16:48	OB: 35	06:26	Nor					
&/1 <b>&amp;</b> /2005	TUE	08:00	12:00	12:30	00:30	16:30	08:30	08:00	. Nor					•
<b>#</b> /17/2006	WED	08:00	12:00	12:30	90:30	16:30	08;30	08:00	Nor					
<b>4/16/20</b> 06	THU	08:02	12;45	13:18	00:31	16:32	08:39	07:58	Nor					
18/19/2005	FRI	98:17	12:56	13:30	00:33	16:53	08:35	08:02	Nor					
IB/22/2005	MON	08:14	12:00	12:30	00:30	16:37	08:23	07:53	Nor					
HB/23/2005	TUE	08:02	12:10	12:54	00:44	18:50	08:47	08:02	Nor					
NB/24/2005			13:01	14:01	00:59	16:40	08:27	07:28	Nor					
18/25/2005		08:17	12:48	13:15	00:26	16:36	08:18	07: <b>5</b> 2	Nor					
12/26/2008		08:02	12:00	12;30		16:34	08:32	08:02		•				
	MOM 2		13:51	14:12		18:28	08:21	06:00						



1000 Main St. Napa, CA, 94559



Todays Data: 2/3/2006 1:03:12 PM

From Date: 2/1/2005

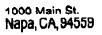
To Date: 2/3/2006

tims pervisor

**oyles**P Patti

21 Anita Ct

) ete		Clock	Lunch	Lunch	Lunch	Clock	Total	Net	Status	Vac	РТО	Sick	Hol		Others
		In	Out	In		Out	Hre	Hrs.		Hrs	Hrs	Hrs	Hrs	Hre	
30/2006	TUE	08:06	12:00	12:30	00:30	15:33	08:26	07:56	Nor				:		
31/2005	WED	06:09	12:00	12:30	00:30	10:33	08:24	07:54	Nor						
01/2006	THU	08:10	12:00	12:30	00:30	15:25	98:14	07:44	Nor .						
02/2005	FRI								VAC	8			•		
/05/2 <b>00</b> 5	MON						٠	٠	Hol				8		
/06/2006	TUE								VAC	8					
/07/2005	WED								VAC	8					
/06/2005	THU								VAC	3					
/09/2005	FRI								VAC	8					
/12/2005	MON	07:34	12:00	12:30	00:30	16:35	09:01	08:31	Nor						
/12/2905	MON								OT					0.75	;
/13/2005	TUE	07:57	12:00	12:30	00:30	15:58	08:00	07:30	Nor						
/14/20 <b>0</b> 5	WED	07;58	12:06	12:34	00:28	16:11	98:12	07:44	Nor						
·45/2005	THU								VAC	8					
3/2005	FRI								VAC	5					
v19/2005	MON								VAC	6.25			•		
<b>/19/2005</b>	MON								NP						2.75
V20/2005	TUE								NP						8
1/21/2005	WED						•		NP						8
W22/2005	THU								NP						8
V23/2005	FRI			•					NP						8
H26/2005	MON								NP						8
W27/2005	TUE	•							NP						8
N28/2005	WED								NP						8
V29/2005	THU			•					NP						8
N30/2005	FRI								NP						8
W05/2005	WED								NP						
¥17/2006	MON						•		NP		•				
¥18/2006	TUE								NP						
2/19/2005	WED								NP						
)/20/200E	THU								NP						
3/21/2005	FRI	•							NP						
W24/2005									NP						
W26/2005									NP						
W26/2005		<b>,</b>	•		•				NP						
0/27/2006									NP						
M28/2004									NP						
	MON	1							NP						





Todays Date: 2/3/2006 1:03:12 PM

From Date: 2/1/2005

To Date: 2/3/2006

aims 1 pervisor

roylesP

121 Anita Ct

Date		Clock	Lunch Out	. Lunch In	Lunch	Clock Out	Total Hrs	Not. Hrs.	Status	Vac Hrs	PTO Hrs	Sick Hrs	Hoi Hrs	OT Hrs	Others
1/01/2006	TUE								NP						
/02/2005									NP						
/03/2008	THU				•				NP						
/04/2005	FRI								NP						
/07/2006	MON								NP						
/08/2005	TUE								NP						
/09/2005	WED								NP						
/10/2005	THU								ИP		,				
/11/2005	FRI								NP						
/14/2005	MON		•						NP						
1/15/2005	TUE					•			NP						
1/16/2005	WED								NP						
1/17/2005	THU						•		NP						
1/18/2005	FRI								NP						
1/2006	MON								NP		•				
/ <del>22/20</del> 05	TUE								NP						
/23/2005	WED								MP						
/24/2005	THU								NP						
1/25/2005	FRI								NP						
1/28/2006	MON								NP						
1/29/2006	TUE								NP						
1/30/2005	WED								NP						
2/01/2005	THU								NP				·		
2/02/2005	FRI								NP						
2/05/2005	MON	l							NP						
2/06/2005	TUE								NP						
2/07/2006	WED	ı							NP						•
2/08/2005	THU								NP						
2/09/2005	FRI								NP						
2/12/2005	MON	I						•	NP						
2/13/2005	TUE								NP						
2/14/2005	WED	) .							NP						
2/15/2006	THU								NP						
2/14/2005	FRI								NP						
2/19/2005	MON	1							· NP						
2/20/2005					•				NP						
2/21/2005									NP						
2/2006									NP						





Todaya Date: 2/3/2006 1:03:12 PM

From Date: 2/1/2005

To Date: 2/3/2006

laims

upervisor :royies₽

Patti

321 Anita Ct

Date		Clock	Lunch	Lunch	Lunch	Clock	Total	Not Hrs	Status	Vac Hrs	PTO Hrs	Sick Hra	Hol Hrs	OT Hrs	Others
	<u> </u>	ln .	Out	<u>In</u>		Out	Hre	MIS		14.6					<u>.</u>
2/23/2006	FRI								NP						
1/26/2005	MON								NP						
V27/2005	TUE								NP						
V28/2005	WED								NP						
1/29/2006									NP						
2/30/2005	FRI								NP						
1/02/2008	MON								Hol				8		
1/02/2006									NP						
1/03/2006									NP						
1/04/2006	WED								NP						
1/05/2006	THU								NP						
1/06/2006	FRI								NP						
/09/2006									NP						
1/10/2006	TUE			٠					NP						
11/2006									NP						
1/1 2/2006	THU								NP						
1/13/2006	FRI								NP						
1/17/2006									NP						
1/18/2005									NP						
1/19/2006									NP						
1/20/2006									NP						
1/23/2006	MON								N₽						
1/24/2004	TUE								NP						
1/25/2006	WED								NP						
1/26/2006	THU								NP.						
1/27/2008	FRI								NP						
1/30/2006	MON								NP						
1/31/2006	TUE								NP						

from the desk of:

KATHLEEN MCCARTHY, M.ED.

VOCATIONAL CASE MANAGER PHONE (503) 321 - 6828

Extended standing and walking ward not be considered material details of her our occupation

THE STANDARD

LifeStep DOT Browser

Job Description Report

2/3/2006

#### 41.137-018 SUPERVISOR, CLAIMS

Page 1

Supervises and coordinates activities of workers engaged in examining insurance claims for payment in claims division of insurance company: Analyzes and approves insurance and matured endowment claims. Conducts personal interviews with policy owners and beneficiaries to explain procedure for filing claims. Submits statement of claim liabilities to actuarial department for review. Informs departmental supervisors on claims status. Evaluates job performance of subordinates. Performs duties described under SUPERVISOR (clerical) Master Title.

Aptitudes	Lvi	Temperaments	Lvl	Physical Demands	Lvl	Environmental	Lv)
General learning ability	2	Directing people or events	Х	Climbing	N	Exposure to weather	N
Verbal skill	3	Repetitive tasks		Balancing	N	Extreme Cold	N
Numerical skill	2	Influencing people		Stooping	N	Extreme Heat	N
Spatial perception	4	Variety of tasks		Kneeling	N	Wet and/or humid	N
Form perception	4	Express personal feelings		Crouching	N	Noise Intensity Level	3
Clerical perception	2	Alone or apart from others		Crawling	N	Vibration	N
Motor coordination	4	Stress, dangerous tasks		Reaching	0	Atmospheric conditions	N
Finger dexterity	4	Tolerances, precise limits		Handling	0	Moving mechanical parts	N
Manual dexterity	4	Under specific instructions		Fingering	0	Exposure to electrical shock	N
Eye-Hand-Foot coordination	5	Dealing with people	х	Feeling	N	High, exposed places	N
Color discrimination	5	Making judgments	Х	Talking	F	Exposure to radiation	N
GED	Lyi	Work Fields	Lvl	Hearing	F	Working with explosives	N
Reasoning	. 4	Investigating	271	Tasting/Smelling	N	Toxic or caustic chemicals	N
Math	3	Numerical Recording-Record Keepir	232	Near Acuity	F	Other	. N
Language	4			Far Acuity	N		
Trailer	Lv]	MPSMS	Lvl	Depth Perception	N		
`rength	S	Insurance and Real Estate	895	Accomodation	N		
√P ·	7.			Color Vision	N		
GOE	11 12.01			Field of Vision	N		

2/3/06 to Patricia Brafes Chin # 375832 E have reviewed file naterials, specifically to will the the file and DD. This is the closest sor description to claimants on occupation 25 to rated scheme.

Koth n. Cark





### **Anna Suesens**

From:

Tim Kelly

Sent:

Thursday, December 08, 2005 11:51 AM

To:

Anna Suesens

Subject: Claims Payable Adjuster

## Job Description:

Primary responsibility of the auditing or repair invoices on approved claims. Additionally responsible for the entry and handling of claim payments and calls related to the payment of claims.

Anna,

This is the description I had on file. Feel free to improve upon it.



# **APPLICATION FOR EMPLOYMENT**

An Equal Opportunity Employer

The AUL Corporation does not discriminate in hiring or employment on the basis of race, sex, national origin, religion, color, disability, marital status, sexual or affectional preference or any other factors indentified and protected by federal, state, or local legislation. No question on the application is intended to be used for such discrimination.

A.U.L. Corp. dba American Underwriting Limited

Employee Benefits - LTD

(Please print in ink and answer every question)

e of Application:	1/6	199					
ne: BK	eg les	PATRICE	A	<del>\</del>		Midd	
Last sent iress:	3321	Anita (	First +	Nagar	ČA .	9455	-
Street manent dress:	3321	Anita City	<del>t</del>	NATA	CA.	24g	18
ephone:		01-252-9258	Business:				
MPLOYME	NT DESIRE	D					-
pe of work or po	sition desired:	Temp	Date avai	lable for work	:		
		/					
ow were you refe	erred to us?	Cathly LANC	12				
ow were you refe		sately could	IL .				
	N.	ame and ocation if School	Major Course	Minor Course	Did you Graduate?	Degree	GPA
DUCATION  Type of	Na L	ame and	Major Course	Course	Did you Graduate?	Degree	GPA
DUCATION  Type of School	N <sub>i</sub> L	ame and ocation of School	Major Course	Course	Graduate?	Degree	
Type of School High School College or	N <sub>i</sub> L	ame and ocation of School	Major Course	Course	Graduate?	Degree	
Type of School High School College or University Graduate or	N <sub>i</sub> L	ame and ocation of School	Major Course	Course	Graduate?	Degree	
Type of School  High School  College or University  Graduate or Law School  Business or Vocational	No N	ame and ocation of School	Major Course Conve	Course	Graduate?		

# GENERAL INFORMATION

SALARY REQUIREMENTS
DO YOU HAVE A LEGAL RIGHT TO WORK IN THE UNITED STATES?  (EMPLOYMENT AT THE AND CORPORATION IS CONDITIONAL  UPON PROVIDING DOCUMENTARY EVIDENCE OF AUTHORIZATION TO WORK IN THE U.S.)
YES NO
HAVE YOU EVER BEEN DISCHARGED OR ASKED TO RESIGN FROM A POSITION? IF YES, PLEASE EXPLAIN:YESNO
CAN YOU BE BONDED? US HAVE YOU EVER BEEN CONVICTED OF A CRIME? NO
MAY WE CONTACT YOUR CURRENT EMPLOYER? YESNO .
NAME THREE INDIVIDUALS WE MAY CONTACT FOR A REFERENCE. THESE INDIVIDUALS SHOULD BE WILLING TO DISCUSS YOUR WORK EXPERIENCE.
NAME LOLD BILLIN COMPANY RAMOS: BIWELL PHONE 258 3313
NAME Roy Broyks COMPANY RIVERSIDE STUTEL PHONE 255.2505
NAMEBruce TSchida COMPANY TSchida Engineer PHONE 2244482
APPLICANT'S STATEMENT (Please read carefully before signing.)  1 certify that all statements I have made on this application are true and complete to the best of my knowledge; I have withheld nothing. I understand that an omission or misrepresentation of fact may result in refusal of employment or, if I have been hired, immediate dismissal.  This employment application and any other firm documents or manuals do not constitute contracts of employment. Employment by the firm is st-will. Any individual who is hired may voluntarily leave employment or may be terminated by the firm at any time for any reason with or without notice. No one has the authority to make any promise or agreement to the contrary, orally or in writing, except is a written agreement signed by the chief executive of the firm.
I suthorize the investigation of all statements I have made in this application and the release of references, grade transcripts and additional information pertinent to my employment.
I hereby acknowledge that I have need the above statement and understand it. I agree to its terms.  Signature of applicant  Witnessed by  Date  DEC 1 2 2005  Employee Benefits - 170

Dates Employed	From:	То:	Position Title:
Company Name and A	idress:		Job Duties:
	·		
		· · · · · · · · · · · · · · · · · · ·	Full Name and Title of Supervisor: Salary
			Start: End:

Reason for leaving. If discharged or asked to resign, please explain:



Document 33-3

Attached to and made a part of Group Policy 623691-A issued to A.U.L. CORPORATION as Policyowner.

Effective April 1, 2005 and subject to the Active Work Provisions, the Group Policy is amended as follows:

- 1. The Becoming Insured portion of the Coverage Features is amended to provide that the Eligibility Waiting Period is waived on April 1, 2005 for persons formerly employed by MONTICELLO ADJUSTING, INC. covered under Group Policy 630104-A who become Members on April 1, 2005.
- 2. The Premium Rates for Life and AD&D Insurance will be as follows, beginning April 1, 2005 and continuing until changed as provided in the Group Policy:

Life Insurance

\$0.22 monthly per \$1,000 of Life Insurance

AD&D Insurance

President

\$0.025 monthly per \$1,000 of AD&D Insurance

STANDARD INSURANCE COMPANY

By

Michael 1. Waster

Secretary



Standard Insurance Company 900 SW Fifth Avenue Portland, OR 97204-1282

Employee Benefits Consultant: Ryan Lunden Employee Benefits Service Representative: Kathryn Ferguson Employee Benefits Sales and Service Office: San Francisco

Employer Name: A.U.L. Corporation

Group Number: 623691

As an authorized representative of the Employer, I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

Monticello Adjusting, Inc. 0630104 dissolved into A.U.L. Corporation #623691. Please amend the rates as follows: Basic Life and ADam for a rate of .22/.025 and the Ltd for a rate of .52.

Also, please waive the eligibility waiting period for the former employees of Monticello Adjusting, Inc.

I request that the amendment become effective on 04/01/2005. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence of Insurability or a Pre-existing Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

Standard Online Amendment Request

5/2/2005 4:11 PM

I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

Print Name: 111 MAHER Date: 5/2/06

Standard Online Amendment Request

5/2/2005 4:11 PM

#### GROUP LIFE POLICY ENDORSEMENT

Attached to and made a part of each group life insurance policy issued to the above Policyowner. In order to comply with U.S. Department of Labor regulation 29 CFR 2560.503-1 each Group Policy is endorsed as follows:

- A. The policy provision entitled "Claims" ("Payment Of Claims" in some policies) is endorsed to add and delete items as follows.
  - 1. The item entitled "Notice Of Decision On Claim" is deleted and the following item is added:

#### Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims, within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim; or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim, the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

- 1. The reasons for our decision.
- 2. Reference to the parts of the Group Policy on which our decision is based.
- 3. Reference to any internal rule or guideline relied upon in deciding a Waiver Of Premium claim.
- 4. A description of any additional information needed to support the claim.
- 5. Information concerning the claimant's right to a review of our decision.
- Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA if the claim
  is denied on review.
- 2. The item entitled "Review Procedure" is deleted and the following item is added:

#### Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

- Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium;
- 2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims, within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to Waiver Of Premium claims, the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

- 1. The reasons for our decision.
- 2. Reference to the parts of the Group Policy on which our decision is based.
- 3. Reference to any internal rule or guideline relied upon in deciding a Waiver Of Premium claim.
- Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
- 5. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

- B. In some policies the Waiver Of Premium feature is called "CONTINUED LIFE INSURANCE". With respect to those policies the term "CONTINUED LIFE INSURANCE" is substituted for the term "Waiver Of Premium" in this Endorsement.
- C. For purposes of this Endorsement, the terms "we", "us" and "our" mean Standard Insurance Co. The terms "you" and "your" mean the persons insured under the Group Policy.
- D. This Endorsement is effective on January 1, 2002, and applies to claims for benefits filed on or after that date.

STANDARD INSURANCE COMPANY

Ву

Ronald E. Timpe

Rosell E. Vingo

President

Michael T. Winslow Corporate Secretary

Michal I. Waster

Life/AD&D/2002/Rev



#### GROUP POLICY AMENDMENT NO. 1

Attached to and made a part of Group Policy 623691-A issued to A.U.L. CORPORATION as Policyowner.

Effective May 1, 2000, the Becoming Insured portion of the **Coverage Features** is amended to provide the following for persons who become Members on or after May 1, 2000:

Eligibility Waiting Period:

You are eligible on first day of the calendar month coinciding with or next following 90 consecutive days as a Member.

STANDARD INSURANCE COMPANY

Ву

Corporate Secretary





# STANDARD INSURANCE COMPANY

900 S.W. Fifth Avenue • Portland, Oregon 97204-1282

#### **REQUEST FOR GROUP INSURANCE AMENDMENT**

Policyowner Name: A.U.L. CORPORAT	CION G	Froup Policy Number: 62	3691 A & C
As an authorized representative of the Policyon  1. I request that STANDARD amend the about		following change(s):	
	•		
	ity Waiting Period to the or next following		
	·		
		,	
•			
		• .	
·		·	
	,		
I request that the amendment become eff I understand that the amendment will not	fective onMay 1, 20 t become effective unless appro		ard.
<ol> <li>I request that the amendment be approve including, if applicable, Evidence of Insur</li> </ol>	ed by STANDARD subject to ST ability or a Pre-existing Conditi	ANDARD'S usual underwrion limitation.	iting requirements,
4. I request that the amendment, if approv STANDARD.	ved by STANDARD, be issued	in the policy language cu	istomarily used by
<ol> <li>I understand that any increase in INSU MEMBER'S last regular work day before day after the MEMBER completes one full</li> </ol>	the scheduled effective date of	is not ACTIVELY AT WOI the amendment will be def	RK all day on the ferred until the first
6. I request that the amendment, if approved acceptance by the Policyowner, and that to and made a part of the amendment.			
Signed By: A. West	Title: Preside	ent Date: 4	1-26-00
Group Representative:Tom Chalfan	ıt	Group Office:	FGO
Service Representative:Maurine Fra	zier Date Receiv	red At Group Office:	

SI-18-3408 (7/95)

GROUP REP: Please be sure back is completed.

623691 A U L CORPORATION

#### GROUP LIFE INSURANCE POLICY AMENDMENT

Attached to and made a part of each Group Life Insurance policy issued to the above Policyowner.

Effective August 1, 1998, that provision of the Group Life Insurance Policy issued to the above Policyowner by Standard Insurance Company providing payment of death benefits into a Standard Secure Access account is amended so that such payment occurs for death benefits of \$10,000 or more.

STANDARD INSURANCE COMPANY

By

Ronald E. Timpe

mald E. Vinge

President

J. Greg Ness Corporate Secretary 623691

A U L CORPORATION ATTN KATHLEEN L LAVOIE 1500 3 ST NAPA, CA 94559

#### GROUP LIFE INSURANCE

#### ACCELERATED BENEFIT ENDORSEMENT

Effective May 1, 1997, this endorsement is attached to and made a part of each inforce Group Life Insurance Policy issued to the above Policyowner by Standard Insurance Company. This endorsement applies only if the Group Life Insurance Policy includes (a) a provision entitled Accelerated Benefit and (b) a provision entitled Waiver Of Premium, Benefits in Event Of Total Disability, or Continued Life Insurance. This endorsement will not become effective if the Group Policy does not contain (a) and (b).

Item D. Effect On Insurance And Other Benefits of the Accelerated Benefit provision is endorsed as follows to include a 10% minimum benefit amount:

#### D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

- (1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or
- (2) The amount of your insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

Corporate Secretary

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

STANDARD INSURANCE COMPANY

Ву

President

STND1149-00154

Ľ,



623691-01

A U L CORPORATION
ATTN KATHLEEN L LAVOIE
1500 3RD ST
NAPA CA 94559

#### ACCELERATED BENEFIT ENDORSEMENT

THIS ACCELERATED BENEFIT ENDORSEMENT APPLIES TO YOU IF YOUR GROUP LIFE INSURANCE POLICY INCLUDES: (A) A PROVISION ENTITLED ACCELERATED BENEFIT, AND (B) A PROVISION ENTITLED WAIVER OF PREMIUM, BENEFITS IN EVENT OF TOTAL DISABILITY, OR CONTINUED LIFE INSURANCE. THIS ENDORSEMENT WILL NOT BECOME EFFECTIVE IF THE GROUP POLICY DOES NOT CONTAIN (A) AND (B).

The receipt of an Accelerated Benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your accelerated benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

#### A. Accelerated Benefit

If you qualify for Waiver of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill with a life expectancy of less than 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

#### B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.



#### Amount Of Accelerated Benefit C.

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

#### D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be:

- 1. The amount of your Insurance as if no Accelerated Benefit had been paid; minus
- 2. The amount of the Accelerated Benefit; minus
- 3. An interest charge calculated as follows:
  - A times B times C divided by 365 = interest charge.
  - A = The amount of the Accelerated Benefit.
  - B = The monthly average of our variable policy loan interest rate.
  - C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

#### E. **Exclusions**

No Accelerated Benefit will be paid if:

- 1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
- 2. You are married and live in a community property state, unless you give us a signed written consent from your Spouse.
- 3. You have made an assignment of all or part of your Insurance, unless you give us a signed written consent from the assignee.

Corporate Secretary

- 4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
- 5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
- 6. You have previously received an Accelerated Benefit under the Group Policy.
- F. Definitions For Accelerated Benefit

Insurance means your Life Insurance and Supplemental Life, if any, under the Group Policy.

Physician means a licensed M.D. or D.O., other than yourself, acting within the scope of the license.

You and your mean the Member.

STANDARD INSURANCE COMPANY

Rv



### CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION ACT

#### SUMMARY DOCUMENT AND DISCLAIMER

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guarantee Association is not unlimited, however, as noted below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guarantee association to induce you to purchase any kind of insurance policy.

Policyholders with additional questions should first contact their insurer or agent or may then contact:

#### **Executive Director**

The California Life and Health Insurance Guarantee Association

PO Box 70069

Los Angeles CA 90070

Case 3:07-cv-05305-MMC

#### · Allegra Willison, Staff Counsel

California Department of Insurance

45 Fremont Street, 24th Floor

San Francisco CA 94105

The state law that provides for this safety-net coverage is called the California Life and Health Guarantee Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

#### COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

#### **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this Guarantee Association if:

Their insurer was not authorized to do business in this state when it issued the policy or contract;

Their policy was issued by a health care service plan (HMO, Blue Cross, Blue Shield), a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;





They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guarantee Association also does not provide coverage for:

Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;

Any policy of reinsurance (unless an assumption certificate was issued);

Employer or association plans, to the extent they are self-funded or uninsured:

Any policy of reinsurance unless an assumption certificate was issued;

Interest rate yields that exceed an average rate;

Any portion of a contract that provides dividends or experience rating credits.

#### LIMITS ON AMOUNT OF COVERAGE

The Act limits the Association to pay benefits as follows:

#### LIFE AND ANNUITY BENEFITS

80% of what the insurance company would owe under a policy or contract up to \$100,000 in cash surrender values.

\$100,000 in present value of annuities, or

\$250,000 in life insurance death benefits.

A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

#### HEALTH BENEFITS

A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in health care cost component of the consumer price index.

#### PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.



#### CALIFORNIA NOTICE OF COMPLAINT PROCEDURE

Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy. If the problem is not resolved, you may also write to the State of California, Department of Insurance, Consumer Services Division, 3450 Wilshire Blvd, Los Angeles, CA 90010, or call toll-free 800-233-9045. This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.

## STANDARD INSURANCE COMPANY

A Mutual Life Insurance Company 900 SW Fifth Avenue Portland, Oregon 97204-1282 (503) 321-7000

Dedicated to Excellence

#### **GROUP LIFE INSURANCE POLICY**

Policyowner:

A.U.L. CORPORATION

Policy Number:

623691-A

Effective Date:

February 1, 1996

The consideration for this Group Policy is the application of the Policyowner and the payment by the Policyowner of premiums as provided herein.

Subject to the Policyowner Provisions and the Incontestability Provisions, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the Coverage Features, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyowner's address.

This policy includes an Accelerated Benefit. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in bold face type.

STANDARD INSURANCE COMPANY

Bv

Ronald E. Vinger

Robert W. More

GP190-LIFE

TRUE COPY

Printed on recycled paper.



	ERAGE FEATURES						
	GENERAL POLICY INFORMATION	. 1					
	BECOMING INSURED						
	PREMIUM CONTRIBUTIONS						
•	SCHEDULE OF INSURANCE	. 2					
	REDUCTIONS IN INSURANCE	. 2					
	OTHER PROVISIONS	. 2					
	PREMIUM RATES AND RENEWALS	. 3					
	INSURANCE						
	A. Insuring Clause	4					
	B. Amount Of Life Insurance	4					
	C. Changes In Life Insurance	4					
	D. When Life Insurance Becomes Effective	4					
	E. When Life Insurance Ends	4					
	F. Reinstatement Of Life Insurance	5					
ACC	IDENTAL DEATH AND DISMEMBERMENT INSURANCE	. 5					
	A. Insuring Clause	5					
	B. Definition Of Loss For AD&D Insurance	5					
	C. Amount Payable						
	D. Changes In AD&D Insurance	6					
	E. Seat Belt Benefit	6					
	F. AD&D Insurance Exclusions	6					
	G. When AD&D Insurance Becomes Effective	6					
	H. When AD&D Insurance Ends	6					
ACT	IVE WORK PROVISIONS	. 6					
	IKE CONTINUATION						
	VER OF PREMIUM						
ACC	ELERATED BENEFIT	. 8					
	HT TO CONVERT						
	IMS						
	IGNMENT						
BEN	EFIT PAYMENT AND BENEFICIARY PROVISIONS	. 12					
	OCATION OF AUTHORITY						
TIME	TIME LIMITS ON LEGAL ACTIONS						
	ONTESTABILITY PROVISIONS						
	INITIONS						
	ICYOWNER PROVISIONS	16					

#### **Index of Defined Terms**

The page number shown below is where the term is defined. For terms defined by an entire section, the page number below is the page on which that section begins.

Accelerated Benefit, 8

Active Work, Actively At Work, 6

AD&D Insurance, 15

Annual Earnings, 15

Automobile, 6

Beneficiary, 13

Class Definition, 1

Contributory, 15

Conversion Period, 10

Dependents Life Insurance, 15

Eligibility Waiting Period, 15

Employer(s), 1

Evidence Of Insurability, 16

Grace Period, 3

Group Policy, 16

Group Policy Effective Date, 1

Group Policy Number, 1

Initial Rate Guarantee Period, 3

Injury, 16

Insurance (for Accelerated Benefit), 9

Insurance (for Right To Convert), 10

Insurance (for Waiver of Premium), 7

Leave Of Absence Period, 2

Life Insurance, 16

Loss (for AD&D Insurance), 5

Maximum Conversion Amount, 2

Member, 1

Minimum Participation Number, 3

Minimum Participation Percentage, 3

Filed 06/30/2008

Minimum Time Insured, 2

Noncontributory, 16

Notice of Rate Change, 3

Physician, 10

Policyowner, 1

Pregnancy, 16

Premium Due Dates, 3

Premium Rates, 3

Prior Plan, 16

Proof Of Loss, 11

Qualifying Event, 10

Qualifying Medical Condition, 8

Recipient, 13

Right To Convert, 10

Seat Belt, 6

Sickness, 16

Spouse, 16

Strike Continuation, 2

Supplemental Life Insurance, 16

Totally Disabled, 7, 10

Waiting Period (for Waiver of Premium), 7

Waiver Of Premium, 7

War, 6

you, your (for Right To Convert), 10

Filed 06/30/2008





This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

## GENERAL POLICY INFORMATION

Group Policy Number:

623691-A

Type of Insurance Provided: .

Life Insurance:

Yes

Accidental Death And

Dismemberment (AD&D)

Insurance:

Yes

Supplemental Life

Insurance:

Not applicable

Dependents Life

Insurance:

Not applicable

Policyowner: Employer(s): A.U.L. CORPORATION A.U.L. CORPORATION

Group Policy Effective Date:

February 1, 1996

Policy Issued In:

California

#### BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in Life Insurance and Active Work Provisions. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:

You are a Member if you are:

1. An active employee of the Employer; and

2. Regularly working at least 30 hours each week.

You are not a Member if you are:

A temporary or seasonal employee; or

2. A full time member of the armed forces of any country.

Class Definition:

None

Eligibility Waiting Period:

You are eligible on the later of:

1. The Group Policy Effective Date; and

The first day of the calendar month coinciding with or next

following 60 consecutive days as a Member.

Evidence Of Insurability:

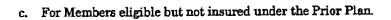
Required:

-1-

a. For late application for Contributory insurance.

For reinstatements if required.

Printed 3/96



### PREMIUM CONTRIBUTIONS

Life and AD&D Insurance:

Noncontributory

## SCHEDULE OF INSURANCE

Life Insurance:

\$50,000

AD&D Insurance:

\$50,000

The amount payable for certain Losses will differ. See Accidental Death And Dismemberment Insurance.

Seat Belt Benefit:

The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance payable for loss of life.

#### REDUCTIONS IN INSURANCE

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule of Insurance, multiplied by the appropriate percentage below.

Life and AD&D Insurance

 Age
 Percentage

 65 through 69
 65%

 70 through 74
 50%

 75 or over
 35%

#### OTHER PROVISIONS

Waiver Of Premium:

Yes

Limits on Right To Convert if Group Policy terminates or is

amended:

Minimum Time Insured:

5 years

Maximum Conversion Amount:

\$2,000

Leave Of Absence Period:

60 days of a scheduled leave of absence.

Strike Continuation:

Yes. The Strike Continuation premium percentage is 120% of the

Premium Rate.

Annual Earnings based on:

Earnings in effect on your last full day of Active Work.





# PREMIUM RATES AND RENEWALS

Premium Rates

Life Insurance:

\$0.39 monthly per \$1,000 of Life Insurance

AD&D Insurance: Premium Due Dates:

\$0.05 monthly per \$1,000 of AD&D Insurance February 1, 1996 and the first day of each calendar month

thereafter.

Grace Period:

31 days

Initial Rate Guarantee Period:

3 years

Notice of Rate Change:

31 days

Minimum Participation

Life Insurance: Number:

10 insured Members

Percentage:

100% of eligible Members

Printed 3/96

\_3\_





#### LIFE INSURANCE

#### A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

#### B. Amount Of Life Insurance

See the Coverage Features for the amount of your Life Insurance.

#### C. Changes In Life Insurance

Subject to 1 and 2 below, a change in your Life Insurance will become effective on the first day of the calendar month coinciding with or next following the date of change in classification, age, Annual Earnings, or other factor shown in the Coverage Features.

- 1. All increases in your Life Insurance are subject to the Active Work Provisions.
- 2. Insurance which exceeds any Guarantee Issue Amount shown in the Coverage Features will become effective on the date we approve your Evidence Of Insurability.

#### D. When Life Insurance Becomes Effective

The Coverage Features states whether your Life Insurance is Contributory or Noncontributory.

1. Noncontributory Life Insurance

Subject to the Active Work Provisions, your Noncontributory Life Insurance becomes effective on the date you become eligible.

2. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Subject to the **Active Work Provisions**, your Life Insurance becomes effective on:

- a. The date you become eligible, if you apply on or before that date;
- b. The date you apply, if you apply within 31 days after you become eligible; or
- c. The date we approve your Evidence Of Insurability, if you apply more than 31 days after you become eligible (late application).
- 3. Insurance Subject To Evidence Of Insurability

Subject to the **Active Work Provisions**, insurance subject to Evidence Of Insurability becomes effective on the date we approve Evidence Of Insurability.

#### 4. Takeover Provisions

- a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

## E. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

- 1. The date the last period ends for which you made a premium contribution, if your insurance is Contributory;
- 2. The date the Group Policy terminates;
- 3. The date your employment terminates; and
- 4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.



- a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
- b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
- c. During the first 60 days of a temporary layoff.
- d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state—mandated family or medical leave act or law.
- e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting the Leave Of Absence Period shown in the Coverage Features.

#### F. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

- If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
- 2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
- 4. If your insurance ends because you are on a federal or state—mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state—mandated family or medical leave act or law.

LLLF.121

#### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### A. Insuring Clause

If you have an accident while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

## B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, or sight which:

- 1. Is caused solely and directly by an accident;
- 2. Occurs independently of all other causes; and
- 3. Occurs within 365 days after the accident.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint. With respect to sight, Loss means entire and irrecoverable loss of sight.

#### C. Amount Payable

The amount payable is equal to a percentage of your AD&D Insurance in effect on the date of the accident (See Coverage Features). The percentage is shown below.

Loss: Percentage
Life 100%
One hand, one foot, or sight of one eye 50%
Two or more of the above Losses 100%

No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.





Changes In AD&D Insurance

Subject to 1 and 2 below, a change in your AD&D Insurance will become effective on the first day of the calendar month coinciding with or next following the date of change in classification, age, Annual Earnings, or other factor shown in the Coverage Features.

- All increases in your AD&D Insurance are subject to the Active Work Provisions.
- Insurance which exceeds any Guarantee Issue Amount shown in the Coverage Features will become effective on the date we approve your Evidence Of Insurability.
- Seat Belt Benefit E.

See the Coverage Features for the amount of the Seat Belt Benefit.

We will pay a Seat Belt Benefit if:

- You die as a result of an Automobile accident for which an AD&D Insurance benefit is payable; and
- You were wearing a Seat Belt at the time of the accident, as evidenced by a police accident report.

Seat Belt means a properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

F. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the Loss is caused or contributed to by any of 1 through 7 below.

- War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
- Suicide or other intentionally self-inflicted Injury, while sane or insane.
- Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or 3. riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
- The voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a physician.
- Sickness or Pregnancy existing at the time of the accident. Б.
- 6. Heart attack or stroke.
- 7. Medical or surgical treatment for any of the above.
- When AD&D Insurance Becomes Effective

Your AD&D Insurance becomes effective on the date your Life Insurance becomes effective.

When AD&D Insurance Ends H.

Your AD&D Insurance ends automatically on the earlier of:

- The date your Life Insurance ends; and
- 2. The date your Waiver Of Premium begins.

LI.AD.25

#### ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.





You will also meet the Active Work requirement if:

- 1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
- 2. You were Actively At Work on your last scheduled work day before the date of your absence; and
- 3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

LLAW.02

#### STRIKE CONTINUATION

Insurance may be continued for up to 6 months while you are absent from Active Work because of a strike, lockout or other general work stoppage caused by a labor dispute. Rules 1 through 4 below will apply.

- When your compensation is suspended or terminated because of a work stoppage, your Employer will immediately notify you in writing of your rights under this provision. Your Employer will mail the notice to you at your last address on record with the Employer.
- You must pay the entire premium for your insurance, including the Employer's share, if any, to your Employer 2. on or before each Premium Due Date.
- The premiums for your insurance during the work stoppage will equal a percentage of the premium rate in 3. effect on the date the work stoppage began (see Coverage Features). We may change premium rates during the work stoppage according to the terms of the Group Policy.
- Insurance continued under this provision will end on the earliest of:
  - Any Premium Due Date if you fail to make the required premium contribution to your Employer on or a. before that date.
  - The date you have been absent from Active Work for 6 months. h.
  - On the date you begin full-time employment with another employer. Ċ.
  - At our option, on any Premium Due Date if less than 75% of the Members eligible to continue insurance d. under this provision make the required premium payment to the Employer.

LI.8K.01

## WAIVER OF PREMIUM

#### Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

- 1. You become Totally Disabled while insured under the Group Policy and under age 60;
- 2. You complete your Waiting Period; and
- You give us satisfactory Proof Of Loss.
- В. **Definitions For Waiver Of Premium** 
  - Insurance means all your insurance under the Group Policy, except AD&D Insurance. 1.
  - Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
  - Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

### C. Premium Payment

Premium payment must continue until the later of:

- The date you complete your Waiting Period; and
- The date we approve your claim for Waiver Of Premium.

#### D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

#### E. Amount Of Insurance

The amount of Insurance continued without payment of premium is the amount in effect on the day before you become Totally Disabled subject to the following:

- 1. The amount of Supplemental Life Insurance on your Spouse will be the lesser of:
  - a. The amount in effect on the day before you become Totally Disabled; and
  - b. The amount in effect one year before the date you become Totally Disabled.
- 2. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

## F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver of Premium ends on the earliest of:

- 1. The date you cease to be Totally Disabled;
- 2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
- 3. The date you fail to attend an examination or cooperate with the examiner;
- 4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
- 5. The date you reach age 65.

LI.WF.22

### ACCELERATED BENEFIT

#### A. Accelerated Benefit

If you qualify for Waiver Of Premium and incur a Qualifying Medical Condition while you are insured under the Group Policy, we will pay an Accelerated Benefit to you according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

Qualifying Medical Condition means you are terminally ill, with a life expectancy of less than 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.





## B. Application For Accelerated Benefit

You must have at least \$10,000 of Insurance in effect to be eligible.

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

### C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 50% of your Insurance. The maximum Accelerated Benefit is \$250,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

You may elect an Accelerated Benefit once in your lifetime. The Accelerated Benefit will be paid to you in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

### D. Effect On Insurance And Other Benefits

The amount of your Insurance after payment of the Accelerated Benefit will be:

- 1. The amount of your Insurance as if no Accelerated Benefit had been paid; minus
- 2. The amount of the Accelerated Benefit; minus
- 3. An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

- A = The amount of the Accelerated Benefit.
- B = The monthly average of our variable policy loan interest rate.
- C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

#### E. Exclusions

No Accelerated Benefit will be paid if:

- All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a
  court approved divorce decree, separate maintenance agreement, or property settlement agreement.
- 2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
- 3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
- 4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
- 5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
- You have previously received an Accelerated Benefit under the Group Policy.

### F. Definitions For Accelerated Benefit

Insurance means your Life Insurance and Supplemental Life Insurance, if any, under the Group Policy.



Physician means a licensed M.D. or D.O., other than yourself, acting within the scope of the license.

LLAB.70

### RIGHT TO CONVERT

#### A. Right To Convert

You may buy an individual policy of life insurance without Evidence of Insurability if:

- Your Insurance ends or is reduced due to a Qualifying Event; and
- 2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

#### B. Definitions For Right To Convert

- 1. Conversion Period means the 31-day period after the date of any Qualifying Event.
- 2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
- 3. Qualifying Event means termination or reduction of your Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Benefit.
- 4. You and your mean any person insured under the Group Policy.
- 5. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.

#### C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

- You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See Coverage Features.
- 2. The maximum amount you have a Right To Convert is the lesser of:
  - The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
  - b. The Maximum Conversion Amount. See Coverage Features.

However, if your Insurance ends or is reduced because of termination or amendment of the Group Policy, the limitations in 1 and 2 above will not apply to you provided that:

- 1. You are Totally Disabled on the date of such termination or reduction of your Insurance; and
- 2. You are not covered under a Waiver of Premium Benefit.

#### D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

- 1. A term insurance policy:
- 2. A universal life policy;
- 3. A policy with disability, accidental death, or other additional benefits; or

Printed 3/96 - 10 - 623691-A





A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

#### Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the Benefit Payment And Beneficiary Provisions.

LL.RC.17

#### CLAIMS

#### Filing A Claim A.

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

#### B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

#### Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

- For which the Group Policy provides benefits:
- 2. Which is not subject to any exclusions; and
- Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss.

#### D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

### Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

#### F. Notice Of Decision On Claim

The claimant will receive a written decision on a claim within a reasonable time after we receive the claim.

If the claimant does not receive our decision within 90 days after we receive the claim, the claimant will have an immediate right to request a review as if the claim had been denied.

If we deny any part of the claim, the claimant will receive a written notice of denial containing:

The reasons for our decision;





- 2. Reference to the parts of the Group Policy on which our decision is based;
- 3. A description of any additional information needed to support the claim; and
- Information concerning the claimant's right to a review of our decision.

#### G. Review Procedure

If all or part of a claim is denied, the claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim, and may review any nonprivileged information that relates to the request for review.

We will review the claim promptly after we receive the request. We will send notice of our decision within 60 days after we receive the request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer to the relevant parts of the Group Policy.

LLCL.01

#### ASSIGNMENT.

The rights and benefits under the Group Policy cannot be assigned.

LLAS.01

### BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

#### A. Payment Of Benefits

Benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.

The benefits below will be paid to you if you are living.

- 1. AD&D Insurance dismemberment benefits.
- 2. Dependents Life Insurance benefits.
- 3. Supplemental Life Insurance benefits payable because of the death of your insured Spouse.
- 4. Accelerated Benefits.

Any AD&D Insurance dismemberment benefits which are unpaid at your death will be paid to the Beneficiary you name to receive Life Insurance benefits.

Dependents Life Insurance benefits which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.

- 1. The children of the Dependent.
- 2. The parents of the Dependent.
- 3. The brothers and sisters of the Dependent.
- 4. Your estate.

Supplemental Life Insurance benefits payable because of the death of your Spouse which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.

- 1. The children of your Spouse.
- 2. The parents of your Spouse.
- 3. The brothers and sisters of your Spouse.





#### 4. Your estate.

#### B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

You may name one or more Beneficiaries. Two or more surviving Beneficiaries will share equally, unless you specify otherwise. You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits. Your Beneficiary designations for Life Insurance and your Supplemental Life Insurance may be different.

You must name or change Beneficiaries in writing. Your designation:

- 1. Must be dated and signed by you;
- 2. Must be delivered to the Policyowner or Employer during your lifetime;
- 3. Must relate to the insurance provided under the Group Policy; and
- 4. Will take effect on the date it is delivered to the Policyowner or Employer.

If we approve it, a written designation signed and dated by you under the Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

#### C. Simultaneous Death Provision

If a Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

#### D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

- Your spouse.
- 2. Your children.
- Your parents.
- Your brothers and sisters.
- 5. Your estate.

#### E. Methods Of Payment

Recipient means a person who is entitled to benefits under this Benefit Payment and Beneficiary Provisions section.

Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

-13-

Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000 or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.
- 3. Installments





Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

LI.88.09

#### ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyowner, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
  - Eligibility for insurance;
  - b. Entitlement to benefits:
  - c. Amount of benefits payable;
  - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

U.AL.D1

#### TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

- The date we receive Proof Of Loss; and
- The time within which Proof Of Loss is required to be given.

LI.TL.01

## INCONTESTABILITY PROVISIONS

#### A. Incontestability Of Insurance

Any statement made to obtain insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

The insurance would not have been approved if we had known the truth; and

Printed 3/96 - 14 - 623691-A





2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years.

B. Incontestability Of Group Policy

Any statement made by the Policyowner or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyowner or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

- 1. The Group Policy would not have been issued if we had known the truth; and
- 2. We have given the Policyowner or Employer a copy of a written instrument signed by the Policyowner or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

U.IN.01

## **DEFINITIONS**

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy,

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see **Coverage Features**).

#### Annual Earnings includes:

- 1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An IRC Section 401(k), 403(b), 408(k) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
- Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

- 1. Bonuses.
- 2. Commissions.
- 3. Overtime pay.
- 4. Shift differential pay.
- Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
- 6. Any other extra compensation.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See Coverage Features.





# Evidence Of Insurability means an applicant must:

- 1. Complete and sign our medical history statement;
- 2. Sign our form authorizing us to obtain information about the applicant's health;
- Undergo a physical examination, if required by us, which may include blood testing; and
- 4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyowner and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyowner or Employer pays the entire premium for insurance.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. Spouse does not include a person who is a full-time member of the armed forces of any country.

Supplemental Life Insurance means supplemental life insurance, if any, under the Group Policy.

LLDF.14X

#### POLICYOWNER PROVISIONS

#### A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the Coverage Features.

B. Contributions From Members

The Policyowner determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

C. Changes In Premium Rates

We may change Premium Rates for Supplemental Life Insurance upon 31 days written notice, but not more often than once in any calendar year.

We may change any other Premium Rates when:

- A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations; or
- 2. The number of insured Members changes by 25% or more; or
- We and the Policyowner mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the Coverage Features. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyowner. The minimum advance notice is shown in the Coverage Features as Notice of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.





#### D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the Coverage Features.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

#### E. Grace Period And Termination For Nonpayment

Case 3:07-cv-05305-MMC

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the Coverage Features. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyowner is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

#### F. Termination For Other Reasons

The Policyowner may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

- The date stated in the notice; and
- 2. The date we receive the notice:

We may terminate the Group Policy as follows:

- 1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the Coverage Features.
- On any Premium Due Date if we determine that the Policyowner has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of such termination by us is the same as the Notice of Rate Change stated in the Coverage Features.

#### G. Premium Adjustments

Premium adjustments involving a return of uncarned premiums to the Policyowner will be limited to the 12 months just before the date we receive a request for premium adjustment.

#### H. Dividends

While the Group Policy is in force, it will be credited with its share, if any, of the divisible surplus in the form of dividends we may declare.

If required by state law, the Policyowner will use, for the sole benefit of the insured Members, the amount of such dividends or rate reductions which exceeds the Policyowner's expenditures for the insurance under the Group Policy.

#### I. Certificates

We will issue certificates to the Policyowner showing the coverage under the Group Policy. The Policyowner will distribute a certificate to each insured Member.

#### J. Records And Reports

The Policyowner or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyowner or Employer which relate to insurance under the Group Policy.

Clerical error by the Policyowner will not:

Cause a person to become insured;



- 2. Invalidate insurance otherwise validly in force; or
- 3. Continue insurance otherwise validly terminated.

#### K. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- 1. The amount of insurance based on the correct age; and
- 2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

#### L. Entire Contract, Changes

The Group Policy and the application of the Policyowner constitute the entire contract between the parties. A copy of the Policyowner's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyowner for attachment to the Group Policy. No agent has authority to change the Group Policy or to waive any of its provisions.

M. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

LJ.PO.01

Complete for Lift direct and Social AllE All English Charles and Social All English Charles are full and graph condensation and the condensation and the condensation are full and the condensation and the condensation are condensation are condensation and the condensation are condensation are condensation and the condensation are condensation are condensation are condensation are condensation are condensation and condensation are co	Group Insurance Enrollment Form READ NUM SIDES PALEASE PARINT OR TYPE Folky Number Suffix Employer Name (Policyomes) Nember Name (Lest, First, M.I.) Nember Name (Lest, M.I.) Nember Name (Lest, First, M.I.) Nember Name (Lest, First, M.I.) Nember Name (Lest, M.I.) N	an. I au lice.	Standard Standard READ BOTH SIDES PREASE PRINT OR TYPE  Point of Number   Suffix   Employer Name (Policyowner)   Social Section   Suffix   Employer Name (Policyowner)   Suffix   Suffix   Employer Name (Last First, M.)   Suffix   Employer Name (Last First, M.)   Suffix   Su
and AD&D Insurance - EIESTREAD BACK OF CARD  I Security #  KOV   £5   5(.5-716-2002   Relationship    Rober   6   5   5   6    Barbolickary designation is not valid unless this card is signed and dated.	DES-PLEASE VENTIOR TYPE    Social Security Number   Social Security Num	And the state of t	Standard Insurance Co. Portland, Oregon  Social Security Number  Social Securi

RECEIVED DEC 1 2 2005 Employee Benefits - LTD



# STATEMENT OF COVERAGE AMENDMENT NO. 2

Attached to and made a part of Statement Of Coverage Group Number 623691-C and Amending the coverage of A.U.L. CORPORATION, INC. under Group Policy Number 638213-T.

Effective April 1, 2005, and subject to the Active Work Provision, the Statement of Coverage is amended as follows:

- 1. The Schedule Of Insurance portion of the Coverage Features is amended to provide that the Eligibility Waiting Period is waived on April 1, 2005 for persons formerly employed by MONTICELLO ADJUSTING, INC. covered under Group Policy 630104-C who become Members on April 1, 2005.
- 2. The monthly Premium Rate for long term disability (LTD) insurance will be .520% of each insured Member's insured Predisability Earnings up to \$10,000, beginning April 1, 2005 and continuing until changed as provided in the Group Policy.

STANDARD INSURANCE COMPANY

By

President

Secretary

Michael I. Winslow

# Request for Group Insurance Amendment

Standard Insurance Company 900 SW Fifth Avenue Portland, OR 97204-1282

Employee Benefits Consultant: Ryan Lunden Employee Benefits Service Representative: Kathryn Ferguson Employee Benefits Sales and Service Office: San Francisco

Employer Name: A.U.L. Corporation

Group Number: 623691

As an authorized representative of the Employer, I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

Monticelle Adjusting, Inc. #630104 dissolved into A.U.L. Corporation #623691. Please amend the rates as follows: Basic Life and AD&D for a rate of .22/.025 and the Ltd for a rate of .52.

Also, piesse waive the aligibility waiting period for the former employees of Monticello Adjusting, Inc.

I request that the amendment become effective on 04/01/2005. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence of Insurability or a Pre-existing Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

Standard Online Amendment Request

5/2/2005 4:11 PM

Document 33-3

Filed 06/30/2008

Page 97 of 132

MAY-02-2005 17:49 FROM WAT VCCOMMITTER

TANDARD INSURANCE CO

P.03

I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

Print Name: 1111

Standard Online Amendment Request

5/2/2005 4:11 PM





## STATEMENT OF COVERAGE AMENDMENT NO. 1

Attached to and made a part of Statement Of Coverage Group Number 623691-C and Amending the coverage of A.U.L. CORPORATION under Group Policy Number 638213-T.

Effective May 1, 2000, the Statement Of Coverage is amended as follows:

The Schedule of Insurance portion of the Coverage Features is amended to provide the following for persons who become Members on or after May 1, 2000:

Eligibility Waiting Period:

You are eligible on first day of the calendar month coinciding with or next following 90 consecutive days as a Member.

STANDARD INSURANCE COMPANY

By

Rosald E. Ving

Corporate Secretary



## STANDARD INSURANCE COMPANY

900 S.W. Fifth Avenue • Portland, Oregon 97204-1282

# REQUEST FOR GROUP INSURANCE AMENDMENT

Polic	yowner Nan	ne: A.U.	L. COF	RPORATION		Group	Policy Number:	623691 A & (	 ~
As a	As an authorized representative of the Policyowner,								
	1	Change t month co as a mem	incidi	.gibility Wai .ng with or r	ting next f	Period to : ollowing 9	First Day on Consecutive	f the ve days	
	•								
								٠	
2,	I request that	at the amend I that the ar	dment bed nendment	come effective on will not become el		ay 1, 2000 nless approved	and issued by Sta	ndard.	<u>_</u> ·
3.	I request the including, if	at the amend applicable, i	dment be Evidence	approved by STAN of Insurability or a	DARD su Pre–exist	bject to STANDA	ARD'S usual unde nitation.	rwriting requirement	s,
<b>4.</b>	I request th	at the amer	ndment, if	approved by STA	NDARD,	be issued in the	e policy language	customarily used b	ЭУ
	MEMBER'S	last regular	work day	n INSURANCE for before the schedules one full day of AC	ed effecti	ve date of the ar	ACTIVELY AT Will be	ORK all day on the deferred until the fire	ne st
	I request that acceptance to and made	by the Police	yowner, a	ind that a copy of t	by STAN this Requ	DARD, become est for Group In	effective by its terr surance Amendm	ns without any furthe ent form be attache	er ed
Signe	ed By:	/ min	4.16	gu-	Title:	President Policyowner's Repr		4-26-00	_
Grou	p Represen	tative:	Tom Ch	alfant		·	Group Office: _	SFGO	
Servi	ce Represe	ntative:	Maurin	e Frazier	Da	ite Received At	Group Office: _		_

## 623691 - A U L CORPORATION - C

#### GROUP LTD POLICY ENDORSEMENT

Attached to and made a part of each group long term disability (LTD) policy issued to the above Policyowner. In order to comply with U.S. Department of Labor regulation 29 CFR 2560.503-1 each Group Policy is endorsed as follows:

- A. The policy provision entitled "Claims" ("Claims Provisions And Procedures For LTD Benefits" in some policies) is endorsed to add and delete items as follows.
  - 1. The item entitled "Documentation" ("Documentation Of Claim" in some policies) is deleted and the following item is added:

#### Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

2. The item entitled "Notice Of Decision On Claim" is deleted and the following item is added:

#### Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- The reasons for our decision.
- Reference to the parts of the Group Policy on which our decision is based.
- c. Reference to any internal rule or guideline relied upon in making our decision.
- d. A description of any additional information needed to support your claim.
- Information concerning your right to a review of our decision.
- Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA if your claim is denied on review.
- 3. The item entitled "Review Procedure" is deleted and the following item is added:

#### Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.



You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Reference to any internal rule or guideline relied upon in making our decision.
- d. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.
- e. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

- B. For purposes of this Endorsement, the terms "we", "us" and "our" mean Standard Insurance Co. The terms "you" and "your" mean the persons insured under the Group Policy.
- C. This Endorsement is effective on January 1, 2002, and applies to claims for benefits filed on or after that date.

STANDARD INSURANCE COMPANY

By

Ronald E. Timpe

Koull E. Vinge

President

Michael T. Winslow

Michael I. Winstow

Corporate Secretary





## CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION ACT

#### SUMMARY DOCUMENT AND DISCLAIMER

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guarantee Association is not unlimited, however, as noted below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guarantee association to induce you to purchase any kind of insurance policy.

Policyholders with additional questions should first contact their insurer or agent or may then contact:

The California Life and Health Insurance Guarantee Association

PO Box 17319

Beverly Hills CA 90209-3319

OR

Consumer Services Division

California Department of Insurance

300 S Spring ST, 14th FL

Los Angeles CA 90013

The state law that provides for this safety-net coverage is called the California Life and Health Guarantee Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

#### COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.



#### **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this Guarantee Association if:

Their insurer was not authorized to do business in this state when it issued the policy or contract;

Their policy was issued by a health care service plan (HMO, Blue Cross, Blue Shield), a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;

They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guarantee Association also does not provide coverage for:

Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;

Employer or association plans, to the extent they are self-funded or uninsured;

Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

Any policy of reinsurance unless an assumption certificate was issued;

Interest rate yields that exceed an average rate;

Any portion of a contract that provides dividends or experience rating credits.

## LIMITS ON AMOUNT OF COVERAGE

The Act limits the Association to pay benefits as follows:

#### LIFE AND ANNUITY BENEFITS

80% of what the insurance company would owe under a policy or contract up to \$100,000 in cash surrender values,

\$100,000 in present value of annuities, or

\$250,000 in life insurance death benefits.

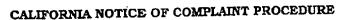
A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

#### HEALTH BENEFITS

A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

## PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.



Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy. If the problem is not resolved, you may also write to the State of California, Department of Insurance, Consumer Services Division, 300 S. Spring Street, 14th FL, Los Angeles, CA 90013, or call toll-free 1-800-927-HELP (4357). This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.



## ACCEPTANCE OF GROUP **INSURANCE POLICY**

Date May 04	, 2000	·	
Group Policy No	623691 (B)-C	Coverage Long Term	<u>Disability</u>
Issued to:	•		
Policyowner	A.U.L. CORPORATION		
the contract's ter PLEASE NOTE: of the date show	norized representative of the above ms and conditions.  In the event a response is not remained above, premium payment will lest for policy acceptance will be not the conditions.	turned to Standard Insurance be construed as acceptance	e Company within 45 days
(	ed and terms accepted by: BOUL HVM	INN AESOVACES	CO-ORDINATOR
Signature and Ti	tle of Policyowner's Representative	re	
Signature of Wit	ness	1/100 01	
5-16 ·	-00 Lor	NAPA, CA	
Please return to:	Standard Insurance Company Group Underwriting and Policy Attn: Case Control 900 SW Fifth Avenue Portland, OR 97204-1282	/ Issue Dept.	

White copy: To Policyowner for signature and to be returned to above address.

Yellow copy: For contract file (C-2).



## STANDARD INSURANCE COMPANY

A Stock Life Insurance Company 900 SW Fifth Avenue Portland, Oregon 97204-1282 (503) 321-7000

People. Not Just Policies.®

## GROUP LONG TERM DISABILITY INSURANCE STATEMENT OF COVERAGE

Policyowner:

Fleet National Bank, Trustee of

A.U.L. CORPORATION

The Standard Insurance

Company Group

Policy Number: 638213-T

**Group Number** 

Employer:

623691-C

Policy Effective Date: August 1, 1999

Employer Effective Date:

January 1, 2000

The Group Policy has been issued to the Policyowner. An employer must apply for group long term disability insurance coverage under the Group Policy and join the Standard Insurance Company Group Insurance Trust by submitting a completed application and agreeing to pay premiums. No Employer's coverage under the Group Policy is in effect until approved in writing by us.

The Group Policy contains numerous optional and variable provisions. The options and variables we have approved for the Employer's coverage under the Group Policy are contained in this Statement Of Coverage. Only those provisions of the Group Policy which appear in this Statement Of Coverage will apply to the Employer's coverage under the Group Policy. All provisions on this and the following pages are part of the Statement Of Coverage.

The consideration for the Employer's coverage under the Group Policy is the application of the Employer and the payment by the Employer of premiums as provided herein.

Subject to the Policyowner And Employer Provisions and the Incontestability Provisions, the Employer's coverage under the Group Policy (a) is effective for the Initial Rate Guarantee Period shown in the Coverage Features, and (b) may be renewed for successive renewal periods by the payment on each renewal date, provided the number of persons insured on each renewal date is neither less than the Minimum Participation shown in the Coverage Features. The length of successive renewal periods will be determined by us, but will not be less than 12 months. For purposes of effective dates and ending dates under the Group Policy, all days begin and end at 12:00 midnight Standard Time (a) at the Employer's address with respect to the Employer and (b) at the Policyowner's address with respect to the Policyowner.

The terms "you" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

wall & Vinger

GP399-LTD/TRUST

Printed on recycled paper.



COVERAGE FEATURES	1
GENERAL POLICY INFORMATION	1
SCHEDULE OF INSURANCE	1
PREMIUM CONTRIBUTIONS	2
PREMIUM AND RENEWALS	2
INSURING CLAUSE	4
RECOMING INSTIRED	4
WHEN YOUR INSURANCE BECOMES EFFECTIVE	4
ACTIVE WORK PROVISIONS	5
CONTINUITY OF COVERAGE	5
WHEN YOUR INSURANCE ENDS	6
WAIVER OF PREMIUM	6
REINSTATEMENT OF INSURANCE	7
DEFINITION OF DISABILITY	7
RETURN TO WORK PROVISIONS	8
REASONABLE ACCOMMODATION EXPENSE BENEFIT	9
REHABILITATION PLAN PROVISION	10
TEMPORARY RECOVERY	10
WHEN LTD BENEFITS END	11
PREDISABILITY EARNINGS	11
DEDUCTIBLE INCOME	12
EXCEPTIONS TO DEDUCTIBLE INCOME	13
RULES FOR DEDUCTIBLE INCOME	14
SUBROGATION	14
ASSISTED LIVING BENEFIT	. 15
SURVIVORS BENEFIT	. 17
BENEFITS AFTER INSURANCE ENDS OR IS CHANGED	. 17
EFFECT OF NEW DISABILITY	. 17
DISABILITIES EXCLUDED FROM COVERAGE	. 18
DISABILITIES SUBJECT TO LIMITED PAY PERIODS	. 19
LIMITATIONS	. 19
CLAIMS	. 20
ALLOCATION OF AUTHORITY	. 21
TIME LIMITS ON LEGAL ACTIONS	. 22
INCONTESTABILITY PROVISIONS	. 22
CLERICAL ERROR AGENCY, AND MISSTATEMENT	. 23
TERMINATION OR AMENDMENT OF GROUP POLICY OR EMPLOYER COVERAGE.	. 23
DEFINITIONS	. 24
POLICYOWNER PROVISIONS	. 25





## **Index of Defined Terms**

Active Work, Actively At Work, 5 Activities Of Daily Living, 15 Allowable Periods, 10 Any Occupation, 8 Any Occupation Period, 2 Assisted Living Benefit, 2, 15

Bathing, 15 Benefit Waiting Period, 2, 24

Class Definition, 1 Continence, 15 Contributory, 24 CPI-W, 24

Deductible Income, 12 Disabled, 7 Dressing, 15

Eating, 15 Eligibility Waiting Period, 2 Employer, 24 Employer Effective Date, 1 Employer(s), 1 Evidence Of Insurability, 5

Group Number, 1 Group Policy, 24 Group Policy Effective Date, 1 Group Policy Number, 1

Hands-on Assistance, 15 Hospital, 19

Indexed Predisability Earnings, 24 Injury, 24

LTD Benefit, 24

Material Duties, 8

Maximum Benefit Period, 2, 24 Maximum LTD Benefit, 2 Member, 1, 4 Mental Disorder, 19 Minimum LTD Benefit, 2 Minimum Participation, 3 Minimum Participation Percentage, 3

Noncontributory, 24

Own Occupation, 8 Own Occupation Period, 2

Physical Disease, 24 Physician, 24 Policyowner, 1 Predisability Earnings, 11 Preexisting Condition, 18 Pregnancy, 24 Premium Due Dates, 2 Prior Plan, 24 Proof Of Loss, 20

Reasonable Accommodation Expense Benefit, 9 Rehabilitation Plan, 10

Severe Cognitive Impairment, 16 Standby Assistance, 15 Substance Abuse, 19 Substantial Supervision, 16 Survivors Benefit, 17

Temporary Recovery, 10 Toileting, 15 Transferring, 15

War, 18 Work Earnings, 9





#### COVERAGE FEATURES

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

#### GENERAL POLICY INFORMATION

Group Policy Number:

638213-T

Policyowner:

Fleet National Bank, Trustee of the Standard Insurance

Insurance Company Group Insurance Trust

One Constitution Plaza, 14th Floor

Hartford, CT 06115

Employer(s):

A.U.L. CORPORATION

Group Number:

623691-C

Group Policy Effective Date:

August 1, 1999

Employer Effective Date:

January 1, 2000

Policy Issued in:

Rhode Island

#### Member means:

- 1. A regular employee of the Employer;
- 2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
- 3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition:

None

#### SCHEDULE OF INSURANCE

Eligibility Waiting Period:

You are eligible on one of the following dates, but not before the Group Policy Effective Date:

If you are a Member on the Employer Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 60 consecutive days as a Member.

If you become a Member after the Employer Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 60 consecutive days as a Member.

Printed 05/03/2000

-1-

623691-C





Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

Own Occupation Period: The first 24 months for which LTD Benefits are paid. Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period. LTD Benefit: 60% of the first \$10,000 of your Predisability Earnings, reduced by Deductible Income. Maximum LTD Benefit: \$6,000 before reduction by Deductible Income. Minimum LTD Benefit: \$100 Assisted Living Benefit: An additional 40% of the first \$10,000 of your Predisability Earnings, but not to exceed \$4,000. The Assisted Living Benefit is not reduced by Deductible Income. Benefit Waiting Period: 90 days Maximum Benefit Period: Determined by your age when Disability begins, as follows: Age Maximum Benefit Period 61 or younger ....... To age 65, or 3 years 6 months, if longer. 62.....3 years 6 months 63.....3 years 64.....2 years 6 months 65......2 years 66...... 1 year 9 months 67.....1 year 6 months

#### PREMIUM CONTRIBUTIONS

68...... 1 year 3 months

69 or older ...... 1 year

Insurance is:

Noncontributory

#### PREMIUM AND RENEWALS

Premium Rate:

0.640% of each insured Member's insured Predisability

Earnings up to \$10,000.

Premium Due Dates:

January 1, 2000 and the first day of each calendar month

thereafter.

Initial Rate Guarantee Period:

Policy:

Not applicable

Employer Participation:

January 1, 2000 to February 1, 2002

` '

Minimum Participation:

Number:

Policy:

Not applicable

Employer Participation:

10 insured Members

Percentage:

Policy:

Not applicable

Employer Participation:

100% of eligible Members

## **INSURING CLAUSE**

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of your Employer's coverage under the Group Policy after we receive Proof Of Loss satisfactory to us.

LT.IC.OT.2

#### **BECOMING INSURED**

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in Active Work Provisions and When Your Insurance Becomes Effective.

You are a Member if you are:

- 1. A regular employee of the Employer;
- 2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Woтk on those days); and
- 3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the Coverage Features.

(VAR MER DEF) LT.BI.OT.1

# WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

Subject to the Active Work Provisions, your insurance becomes effective as follows:

- 1. Insurance Subject To Evidence Of Insurability
  - Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.
- 2. Insurance Not Subject To Evidence of Insurability

The Coverage Features states whether insurance is Contributory or Noncontributory.

- a. Noncontributory Insurance
  - Noncontributory insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.
- b. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after vou become eligible.





#### B. Takeover Provisions

- 1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- 2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.
- C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

- a. For late application for Contributory insurance.
- b. For Members eligible but not insured under the Prior Plan.
- c. For reinstatements if required.
- d. If you were required to provide Evidence Of Insurability during a prior period of eligibility under the Group Policy and either (1) you did not provide Evidence Of Insurability; or (2) we disapproved your Evidence Of Insurability.

Providing Evidence Of Insurability means you must:

- 1. Complete and sign our medical history statement;
- 2. Sign our form authorizing us to obtain information about your health;
- 3. Undergo a physical examination, if required by us, which may include blood testing; and
- 4. Provide any additional information about your insurability that we may reasonably require.

(VAR EOI) LT.EF.OT.1

## **ACTIVE WORK PROVISIONS**

## A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

# B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

LT,AW.OT.1

## CONTINUITY OF COVERAGE

If your Disability is subject to the Preexisting Condition Exclusion, LTD Benefits will be payable if:

- 1. You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
- 2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;

623691-C

- 3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
- Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

For such a Disability, the amount of your LTD Benefit will be the lesser of:

- a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or
- b. The LTD Benefit payable under the terms of your Employer's coverage under the Group Policy, but without application of the Preexisting Condition Exclusion.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

- a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or
- b. The date LTD Benefits end under the terms of your Employer's coverge under the Group Policy.

(PK) LT.CC.OT.2

# WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

- 1. The date the last period ends for which a premium contribution was made for your insurance.
- 2. The date the Group Policy terminates.
- 3. The date your Employer's coverage under the Group Policy terminates.
- 4. The date your employment terminates.
- 5. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
  - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
  - During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
  - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.

LT.EN.OT.2

# WAIVER OF PREMIUM

We will waive payment of premium for your insurance while LTD Benefits are payable.

LT.WP.OT.1

623691-C





# REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

- 1. If you cease to be a Member because of a covered Disability, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.
- 2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
- 3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act
- 5. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
  - a. If you become insured again within 90 days.
  - b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
- 6. In no event will insurance be retroactive.

LT.RE.OT. 1

# **DEFINITION OF DISABILITY**

You are Disabled if you meet the following definitions during the periods they apply:

- A. Own Occupation Definition Of Disability.
- B. Any Occupation Definition Of Disability.
- A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

- I. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
- 2. You suffer a loss of at least 20% in your Indexed Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.





During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See Return To Work Provisions and Deductible Income.

Document 33-3

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a working an average of more than 40 hours per week to be a Material Duty.

# B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of Any Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

Your Own Occupation Period and Any Occupation Period are shown in the Coverage Features.

(OWN\_ANY\_WITH 40) LT.DD.OT.1

# RETURN TO WORK PROVISIONS

# A. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be payable for any period when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period no LTD Benefits will be payable for any period when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

# B. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.





You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

- 1. During the first 12 months, your Work Earnings will be Deductible Income as determined in a.. b. and c:
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
- 2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

## C. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available:

- a. In your Own Occupation during the Own Occupation Period; and
- In Any Occupation during the Any Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

- 1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
- 2. Will not be limited to the taxable income you report to the Internal Revenue Service.
- 3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
- 4. May ignore depreciation as a deduction from your gross earnings.
- 5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 60% of your Indexed Predisability Earnings.

LT.RW.OT.1

# REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to \$25,000, but not to exceed the expenses incurred.

Printed 05/03/2000





The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

LT.RA.OT.1

# REHABILITATION PLAN PROVISION

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

- Training and education expenses.
- b. Family care expenses.
- c. Job-related expenses.
- d. Job search expenses.

LT.RH.OT.1

# TEMPORARY RECOVERY

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See Definition Of Disability.

## A. Allowable Periods

- 1. During the Benefit Waiting Period: a total of 30 days of recovery.
- 2. During the Maximum Benefit Period: 180 days for each period of recovery.
- B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply.

- 1. The Predisability Earnings used to determine your LTD Benefit will not change.
- 2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
- 3. No LTD Benefits will be payable for the period of Temporary Recovery.
- 4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.
- 5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

LT.TR.OT.1





## WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

- 1. The date you are no longer Disabled.
- 2. The date your Maximum Benefit Period ends.
- 3. The date you die.
- 4. The date benefits become payable under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
- 5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.

LT.BE.OT.1

# PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings.

A. Partners, P.C. Partners, Owner-Employees, Sole Proprietors and S-Corporation Shareholders

If you are a Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder, Predisability Earnings means your average monthly compensation from your Employer during the Employer's prior tax year. If you are a P.C. Partner, Predisability Earnings means the average monthly compensation received by your professional corporation from the partnership during the prior tax year. Your average monthly compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return, and dividing by 12 (or by the number of months you were a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder if less than 12):

- 1. Your ordinary income (loss) from trade or business activity(ies).
- Your guaranteed payments, if you are a Partner.
- Your net profit from business.
- 4. Your compensation (as an officer), salary, or wages, if you are an S-Corporation Shareholder.

If you were not a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder during the entire prior tax year, your Predisability Earnings will be your average monthly compensation for your period as a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

# B. All Other Members

Predisability Earnings means your monthly rate of earnings from your Employer, including:

- 1. Commissions averaged over the preceding 12 months or over the period of your employment if less than 12 months.
- 2. Shift differential pay.

Predisability Earnings does not include:

- 1. Bonuses.
- 2. Overtime pay.
- 3. Any other extra compensation.





If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

Document 33-3

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

#### C. All Members

Predisability Earnings includes:

- 1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
- 2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.

(K1\_REG WITH COM) LL.PD.OT.2

# DEDUCTIBLE INCOME

Subject to Exceptions To Deductible Income, Deductible Income means:

- 1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
- 2. Your Work Earnings, as described in the Return To Work Provisions.
- 3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
  - a. A workers' compensation law:
  - b. The Jones Act;
  - c. Maritime Doctrine of Maintenance, Wages, or Cure;
  - d. Longshoremen's and Harbor Worker's Act; or
  - e. Any similar act or law.
- 4. Any amount you, your spouse, or your child under age 18 receive or are eligible to receive because of your disability or retirement under:
  - The Federal Social Security Act;
  - b. The Canada Pension Plan;



- c. The Quebec Pension Plan:
- d. The Railroad Retirement Act; or
- e. Any similar plan or act.

Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

Benefits your spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

- 5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
- 6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
- 7. Any disability or retirement benefits you receive under your Employer's retirement plan.
- 8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
- 9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
- 10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgement, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
- 11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(NO OTHR OFFST\_PRIV\_WITH 3RD) LT.DLOT.1

# EXCEPTIONS TO DEDUCTIBLE INCOME

# Deductible Income does not include:

- 1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
- 2. Reimbursement for hospital, medical, or surgical expense.
- 3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
- 4. Benefits from any individual disability insurance policy.
- 5. Early retirement benefits under the Federal Social Security Act which are not actually received.
- 6. Group credit or mortgage disability insurance benefits.
- 7. Accelerated death benefits paid under a life insurance policy.
- 8. Benefits from the following:
  - a. Profit sharing plan.
  - b. Thrift or savings plan.
  - c. Deferred compensation plan.
  - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.



- e. Individual Retirement Account (IRA).
- Tax Sheltered Annuity (TSA) under IRC Section 403(b).
- g. Stock ownership plan.
- h. Keogh (HR-10) plan.
- 9. The following amounts under your Employer's retirement plan:
  - a. A lump sum distribution of your entire interest in the plan.
  - b. Any amount which is attributable to your contributions to the plan.
  - c. Any amount you could have received upon termination of employment without being disabled or retired.

(PRIV\_NO OTHR OFFST) LT.ED.OT.1

# RULES FOR DEDUCTIBLE INCOME

## A. Monthly Equivalents

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

LT.RU.OT.1

## SUBROGATION

If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required to do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.





If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits, and such notice shall constitute a lien on any judgement recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgement recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

LT.SG.OT.1

# ASSISTED LIVING BENEFIT

## A. Assisted Living Benefit

If you meet the requirements in 1 through 3 below, we will pay Assisted Living Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

Assisted Living Benefit Requirements

- 1. You are Disabled and LTD Benefits are payable to you.
- 2. While you are Disabled:
  - a. You, due to loss of functional capacity as a result of Physical Disease or Injury, become unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance; or
  - b. You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Physical Disease or Injury.
- 3. The condition in 2.a or 2.b above is expected to last 90 days or more as certified by a Physician in the appropriate specialty as determined by us.

# B. Definitions For Assisted Living Benefit

Activities Of Daily Living means Bathing, Continence, Dressing, Eating, Toileting, or Transferring. Bathing means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.

Continence means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.

Dressing means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.

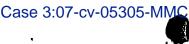
Eating means getting food and fluid into the body, whether manually, intravenously, or by feeding

Toileting means getting to and from and on and off the toilet, and performing related personal hygiene.

Transferring means moving into or out of a bed, chair or wheelchair, with or without adaptive

Hands-on Assistance means the physical assistance of another person without which the insured would be unable to perform the Activity Of Daily Living.

Standby Assistance means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is





performing the Activity Of Daily Living (such as being ready to catch the insured falls while getting into or out of the bathtub or shower as part of Bathing, or being ready to remove food from the insured throat if the insured chokes while Eating).

Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by us that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning. Severe Cognitive Impairment does not include loss or deterioration as a result of a Mental Disorder.

Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you from threats to your health or safety (such as may result from wandering).

C. Amount Of The Assisted Living Benefit

The amount of the Assisted Living Benefit is shown in the Coverage Features.

D. Becoming Insured For Assisted Living Benefits

You are eligible for Assisted Living Benefit coverage if you are insured for LTD insurance. Subject to the Active Work Provision, your Assisted Living Benefit coverage becomes effective on the date your LTD insurance becomes effective.

E. Payment Of Assisted Living Benefits

We will pay Assisted Living Benefits within 60 days after Proof Of Loss is satisfied. Your Assisted Living Benefits will be paid to you at the same time LTD Benefits are payable.

F. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

G. When Assisted Living Benefits End

Assisted Living Benefits end automatically on the earliest of:

- 1. The date you no longer meet the requirements in item A. above.
- 2. The date your LTD Benefits end.
- H. Assisted Living Benefit Exclusions

No Assisted Living Benefit is payable if your inability to perform Activities Of Daily Living or your Severe Cognitive Impairment is caused or contributed to by:

- 1. Use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.
- A Mental Disorder.
- When Assisted Living Benefits Coverage Ends

Assisted Living Benefit coverage ends automatically on the earliest of:

- 1. The date your LTD insurance ends.
- 2. The date Assisted Living Benefit coverage terminates under the Group Policy.





J. Assisted Living Benefits After Insurance Ends Or Is Changed

Your right to receive Assisted Living Benefits will not be affected by the occurrence of the events described in 1 or 2 below that become effective after you become Disabled.

- 1. Termination or amendment of the Group Policy or your Employer's coverage under the Group Policy.
- 2. Termination of Assisted Living Benefit coverage while the Group Policy or your Employer's coverage under the Group Policy remains in force.

LT.LB.OT.1

## SURVIVORS BENEFIT

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1 through 4 below.

- 1. The Survivors Benefit is a lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
- 2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
- 3. The Survivors Benefit will be paid at our option to any one or more of the following:
  - a. Your surviving spouse;
  - b. Your surviving unmarried children, including adopted children, under age 25;
  - c. Your surviving spouse's unmarried children, including adopted children, under age 25; or
  - d. Any person providing the care and support of any person listed in a., b., or c. above.
- 4. No Survivors Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

LT.SB.OT.1

# BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay LTD Benefits according to the terms of your Employer's coverage under the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:

- 1. Any amendment to the Group Policy or your Employer's coverage under the Group Policy that is effective after you become Disabled.
- 2. Termination of the Group Policy or your Employer's coverage under the Group Policy after you become Disabled.

LT.BA.OT.2

# EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

- 1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
- 2. The Disabilities Excluded From Coverage, Disabilities Subject To Limited Pay Periods, and Limitations sections will apply to the new cause of Disability.

LT.ND.OT.1





# DISABILITIES EXCLUDED FROM COVERAGE

#### A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

# B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

## C. Preexisting Condition

#### 1. Definition

Preexisting Condition means a mental or physical condition, whether or not diagnosed or misdiagnosed:

- a. For which you have done or for which a reasonably prudent person would have done any of the following:
  - i. Consulted a physician or other licensed medical professional;
  - ii. Received medical treatment, services or advice;
  - iii. Undergone diagnostic procedures, including self-administered procedures;
  - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 180-day period just before your insurance becomes effective.

## 2. Exclusion

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Group Policy for 24 months; and
- b. Have been Actively At Work for at least one full day after the end of that 24 months.

# D. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

## E. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

(WITH PRUDNT) LT.XD.OT.1



# DISABILITIES SUBJECT TO LIMITED PAY PERIODS

# A. Mental Disorders and Substance Abuse

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:

- I. Mental Disorders; or
- Substance Abuse.

However, if you are confined in a Hospital solely because of a Mental Disorder at the end of the 24 months, this limitation will not apply while you are continuously confined.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

- B. Rules For Disabilities Subject To Limited Pay Periods
  - 1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are Disabled as a result of a Physical Disease, Injury, or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.
  - 2. No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury, or Pregnancy for which payment of LTD Benefits is not limited.

(NO OTHR LMS) LT.LP.OT. I

# **LIMITATIONS**

# A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined

# B. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but elect not to work.





## C. Rehabilitation Program

No LTD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

## D. Foreign Residency

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada.

## E. Imprisonment

No LTD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

LT.LM.OT.1

#### **CLAIMS**

## A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability.

# B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

## C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

#### D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 60 days after we mail our request, your claim may be denied.

#### E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

# F. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.



LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

# G. Notice Of Decision On Claim

You will receive a written decision on your claim within a reasonable time after we receive your claim.

If you do not receive our decision within 90 days after we receive your claim, you will have an immediate right to request a review as if your claim had been denied.

If we deny any part of your claim, you will receive a written notice of denial containing:

- 1. The reasons for our decision:
- 2. Reference to the parts of the Group Policy on which our decision is based;
- 3. A description of any additional information needed to support your claim; and
- 4. Information concerning your right to a review of our decision.

# H. Review Procedure

If all or part of your claim is denied, you may request a review. You must request a review in writing within 60 days after receiving notice of the denial.

You may send us written comments or other items to support your claim, and may review any non-privileged information that relates to your request for review.

We will review your claim promptly after we receive your request. We will send you a notice of our decision within 60 days after we receive your request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant parts of the Group Policy.

#### I. Assignment

The rights and benefits under the Group Policy are not assignable.

LT.CL.OT.1

#### ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyowner or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it:
- 3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. The amount of benefits payable; and



d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.OT.1

## TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof Of Loss: and
- The time within which Proof Of Loss is required to be given.

LT.TL.OT.1

# **INCONTESTABILITY PROVISIONS**

# A. Incontestability Of Insurance

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

- 1. The insurance would not have been approved if we had known the truth; and
- 2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

B. Incontestability Of The Group Policy Or Employer Coverage Under The Group Policy

Any statement made by the Policyowner or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyowner or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

- 1. The Group Policy would not have been issued if we had known the truth; and
- 2. We have given the Policyowner or Employer a copy of a written instrument signed by the Policyowner or Employer which contains the misrepresentation.

The validity of the Group Policy or your Employer's coverage under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

LT.IN.OT.2





# CLERICAL ERROR, AGENCY, AND MISSTATEMENT

#### A. Clerical Error

Clerical error by the Policyowner, your Employer, or their respective employees or representatives will not:

- 1. Cause a person to become insured.
- 2. Invalidate insurance under the Group Policy otherwise validly in force.
- 3. Continue insurance under the Group Policy otherwise validly terminated.
- 4. Cause an Employer to obtain coverage under the Group Policy.

## B. Agency

Your Employer acts on its own behalf as your agent, and not as our agent. Your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

## C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- 1. The amount of insurance based on the correct age; and
- 2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LT.CE.OT.2

# TERMINATION OR AMENDMENT OF GROUP POLICY OR EMPLOYER COVERAGE

The Group Policy may be terminated, changed or amended in whole or in part by us or the Policyowner according to the terms of the Group Policy. Any such change or amendment may apply to current or future Employers and Members covered under the Group Policy or to any separate classes or categories thereof. An Employer's coverage under the Group Policy may be terminated, changed or amended in whole or in part by us or the Employer according to the terms of the Group Policy.

We may change the Group Policy or any Employer's coverage under the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyowner's or Employer's consent.

An Employer may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice. Insurance will terminate automatically for nonpayment of premium.

Benefits are limited to the terms of your Employer's coverage under the Group Policy, including any valid amendment. No change or amendment to your Employer's coverage will be valid unless it is approved in writing by one of our executive officers and given to your Employer. The Policyowner, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or your Employer's coverage under the Group Policy or to waive any of its terms or provisions thereof without our signed, written approval.

LT.TA.OT.2



Case 3:07-cv-05305-MMC



#### **DEFINITIONS**

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See Coverage Features.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Employer means an employer (including approved affiliates and subsidiaries) participating in the Standard Insurance Company Group Insurance Trust for which coverage under the Group Policy is approved in writing by us.

Group Policy with respect to the Policyowner means the group LTD insurance policy issued by us to the Policyowner and identified by the Group Policy Number. Group Policy with respect to an Employer means only those provisions of the Group Policy, including the options and variables requested by the Employer, we have approved for that Employer with respect to its eligible employees. The Employer's coverage under the Group Policy is described in the Statement Of Coverage provided by us to the Employer.

Indexed Predisability Earnings means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury means an injury to the body.

LTD Benefit means the monthly benefit payable to you under the terms of your Employer's coverage under the Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See Coverage Features.

Noncontributory means (a) insurance is nonelective and the Policyowner or Employer pay the entire premium for insurance; or (b) the Policyowner or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by your Employer's coverage under the Group Policy.

LT.DF.OT.2